Auto Policy

PDU195

Policy number
Policy effective

Policyholders

Your Allstate agency is
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Allstate Indemnity Company  
A Stock Company - Home Office: Northbrook, Illinois 60062

GENERAL PROVISIONS
The following provisions apply to all parts of the policy except where otherwise noted.

Insuring Agreement
This policy is a legal contract between you and us. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one auto is insured, premiums will be shown for each auto. We may find it necessary to issue you two or more different policy numbers for this one policy. Even if we issue two or more policy numbers, this shall still constitute one policy. Your Policy Declarations lists the policy numbers applicable. If you pay the premiums when due and comply with the policy terms, we, relying on the information you have given us, make the following agreements with you.

You agree to review your Policy Declarations to confirm which of the available coverages and limits described in this policy have been issued to you. You agree to also review those sections of this policy which relate to those coverages issued to you so that you fully understand the insurance protection you are receiving. Failure to review this policy, including your Policy Declarations, will not relieve you of this obligation. You should contact us, or the agent listed on your Policy Declarations, immediately if you have any questions about the coverages or limits, if you believe there is any mistake about the coverages or limits issued to you, or if you have any questions or do not understand anything in this policy.

While your agent can help answer many specific questions about the coverages, only you can determine if you have selected the insurance coverages you need and that those coverages have actually been issued to you.

The terms of this policy impose joint obligations on person(s) defined in applicable sections of this policy as insured person(s). This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

When And Where The Policy Applies
Your policy applies only during the policy period. During this time, it applies to covered losses to the insured auto, accidents, and occurrences within the United States, its territories or possessions, Canada, and between their ports. The policy period is shown on the Policy Declarations.

Conformity To State Statutes
When the policy provisions are in conflict with the statutes of the state in which the insured auto is principally garaged, the provisions are amended to conform to such statutes.

Insurance Coverage In Mexico
Prior to entering and driving in Mexico, you must check with the appropriate Mexican authorities regarding automobile insurance requirements.

Automobile accidents in Mexico are subject to the laws of Mexico, NOT the United States. In Mexico, an automobile accident can be considered a CRIMINAL OFFENSE as well as a civil matter.

In some cases, part or all of this policy may NOT be recognized by Mexican authorities and we may not be allowed to provide any insurance coverage at all in Mexico. For your protection, you should consider purchasing automobile insurance coverage from a licensed Mexican insurance company before driving into Mexico.

However, when permitted, protection will be afforded under those coverages for which a premium is shown on the Policy Declarations for an insured auto while that insured auto is within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into Mexico.

If loss or damage occurs which may require repair of the insured auto or replacement of any part(s) while the insured auto is in Mexico, the basis for adjustment of the claim will be as follows: Any amount payable resulting from any covered loss or damage occurring in Mexico shall be payable in the United States. We will not be liable for more than the cost of having the repairs made or parts replaced at the nearest point in the United States where repairs or replacements can be performed. The costs for towing, transportation, and salvage operations of the insured auto while within Mexico are not covered under this policy.

Definitions Used Throughout The Policy
The following definitions apply throughout the policy unless otherwise indicated. Defined words are printed in bold face type.

1. “Additional Auto” means an auto or utility auto of which you become the owner during the policy period. This
auto will be covered by us or one of our affiliates as of the date you acquired the auto if:

a. we or one of our affiliates insure all other private passenger autos and utility autos you own;
b. the newly acquired auto or utility auto is not covered under any other automobile insurance policy;
c. you tell us within 30 days of acquiring the auto or utility auto;
d. we or one of our affiliates agree to continue coverage for this additional auto or utility auto; and

e. you pay any additional premium.

2. “Auto” means a private passenger land motor vehicle, with at least four wheels designed for use on public roads.

3. “Bodily Injury” means physical harm to the body, sickness, disease, or death, but does not include:

a. any venereal disease;
b. herpes;
c. Acquired Immune Deficiency Syndrome (AIDS);
d. AIDS Related Complex (ARC);
e. Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a. through e. listed above.

4. “Insured Auto” means any auto or utility auto you own which is described on the Policy Declarations. This also includes:

a. a replacement auto;
b. an additional auto;
c. a substitute auto;
d. a non-owned auto; or,
e. a trailer while attached to an insured auto.

The trailer must be designed for use with an auto or utility auto. This trailer can’t be used for business purposes with other than an auto or utility auto.

This definition e. does not apply to Uninsured Motorists Insurance.

5. “Non-owned Auto” means an auto used by you or a resident relative with the owner’s permission but which is not:

a. owned by you or a resident relative, or
b. available or furnished for the regular use of you or a resident relative.

6. “Replacement Auto” means a newly acquired auto or utility auto you own which is a permanent replacement for the auto described on the Policy Declarations. You must notify us within 30 days of acquisition and pay any additional premium.

7. “Resident” means a person who physically resides in your household with the intention to continue residence there. We must be notified whenever an operator becomes a resident of your household. Your uninsured dependent children while temporarily away from home will be considered residents if they intend to resume residing in your household.

8. “Substitute Auto” means a non-owned auto being temporarily used by you or a resident relative with the permission of the owner while your insured auto is being serviced or repaired, or if your insured auto is stolen or destroyed.

9. “Utility auto” means an auto of the pick-up body, sedan delivery or panel truck type. This auto must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer’s specifications.

10. “We”, “Us”, or “Our” means the company shown on the Policy Declarations.

11. “You” or “Your” means the policyholder named on the Policy Declarations and that policyholder’s resident spouse.

Premium Changes

The premium for each auto is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct, if it is complete, and if it changes during the policy period. You agree that if this information changes or is incorrect or incomplete, we may adjust your premium accordingly during the policy period.

Changes which result in a premium adjustment are described in our rules. These changes include, but are not limited to:

1. autos insured by the policy, including changes in use;
2. drivers residing in your household, their ages or marital status;
3. coverages or coverage limits;
4. rating territory; and
5. discount or surcharge applicability.
Any calculation or adjustment of your premium will be made using the rules, rates and forms in effect, and on file if required, for our use in your state.

Coverage Changes
When we broaden a coverage during the policy period without additional charge, you have the new feature if you have the coverage to which it applies. The new feature applies on the date the coverage change is effective in your state. Otherwise, the policy can be changed only by endorsement. Any change in your coverage will be made using the rules, rates and forms in effect, and on file if required, for our use in your state.

Duty To Report Policy Changes
Your policy was issued in reliance on the information you provided concerning autos, persons insured by the policy and your place of residence. To properly insure your auto, you must promptly notify us when you change your address or whenever any resident operators insured by your policy are added or deleted.

You must notify us within 30 days when you acquire an additional auto. If you don’t, the coverages under this policy will not apply to the additional auto.

When you acquire an additional auto or utility auto it will be covered by us or one of our affiliates for 30 days immediately after you acquire ownership. However, we or one of our affiliates will provide this coverage only if we or one of our affiliates insure all other autos and utility autos you own, no other insurance policy provides coverage for this auto, and you pay the additional premium.

Coverage will be continued beyond this 30 day period only if:
   a. you ask us to continue coverage within 30 days after you acquire the auto or utility auto;
   b. we or one of our affiliates agree to continue coverage for this additional auto or utility auto; and
   c. you pay the additional premium.

If you don’t notify us within 30 days of acquiring a replacement auto, the coverage under Part 5, Protection Against Loss To Your Auto, of this policy will not apply to the replacement auto.

Notice
Your notice to an authorized agent of ours shall be deemed to be notice to us.

What To Do If There Is A Loss
1. If an insured person has an accident involving a motor vehicle, we or any authorized agent of ours must be informed promptly of all details. As soon as possible, any person making a claim must give us written proof of loss, including all details we may need to determine the amounts payable.

2. We may require any person making a claim to file with us a sworn proof of loss. We may also require that person to submit to examinations under oath, separately and apart from others, and to sign the transcript.

3. If an insured person is sued as the result of a motor vehicle accident, we must be informed immediately.

4. You must allow us to inspect the damaged property.

5. You must protect the auto from further loss. We will pay reasonable expenses to guard against further loss. If you don’t protect the auto, further loss is not covered.

6. You must report all theft losses promptly to the police.

Proof Of Claim; Medical Reports
The injured person may be required to take medical examinations by physicians we choose, as often as we reasonably require. We must be given authorization to obtain medical reports and other records pertinent to the claim.

Assistance And Cooperation Of The Insured
An insured person must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. If we ask, that person must also help us obtain payment from anyone who may be jointly responsible.

We are not obligated to provide reimbursement if an insured person voluntarily takes any action or makes any payments other than for covered expenses for bail bonds or first aid to others. Under Uninsured Motorists Insurance and Underinsured Motorists Insurance, we may require an insured person to take proper action to preserve all rights to recover damages from anyone responsible for the bodily injury.

Subrogation Rights
When we pay under Uninsured Motorists Insurance or Protection Against Loss To The Auto, your rights of recovery from anyone else become ours up to the amount we have
paid. You must protect these rights and help us enforce them.

**Combining Limits Of Two Or More Autos Prohibited**
(This provision does not apply to Part 3—Uninsured Motorists Insurance).

The coverage limits applicable to any one auto or utility auto shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other auto or utility auto shown on the Policy Declarations or covered by the policy. This means that no stacking or aggregation of coverages will be allowed by this policy. This is true even though a separate premium is charged for each of those autos or utility autos. This is true regardless of the number of:
1. vehicles or persons shown on the Policy Declarations;
2. vehicles involved in the accident;
3. persons seeking damages as a result of the accident; or
4. insured persons from whom damages are sought.

If two or more autos or utility autos are shown on the Policy Declarations and one of these autos or utility autos is involved in an accident to which coverage applies, the coverage limits shown on the Policy Declarations for the involved auto will apply. If a covered accident involves an auto other than one shown on the Policy Declarations, or if an insured person is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Policy Declarations for the applicable coverage for any one auto will apply.

**Transfer**
This policy can't be transferred to another person without our written consent. However, if you die, this policy will provide coverage until the end of the policy period for your legal representative while acting as such and for persons covered on the date of your death.

**Payment**
If your initial premium payment for your first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or remittance been honored upon presentation.

**Conditional Reinstatement**
If we mail a cancellation notice because you didn’t pay the required premium when due and you then tender payment by check, draft, or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that we will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

**Fraud Or Misrepresentation**
Your policy was issued in reliance on the information you provided on your Auto Insurance Application and is conditioned upon the truthfulness of that information. You agree that if your policy was obtained through material misrepresentation, fraud or concealment of material facts, we may void or rescind your policy. However, we will not void or rescind third party liability coverage for losses occurring before the policy is voided or rescinded due to fraud, misrepresentation or concealment used in the obtaining of the policy.

**Cancellation**
You may cancel this policy by notifying us of the future date you wish to stop coverage.

**Our Right to Cancel**
When this policy has been in effect for less than 60 days and it is not a renewal with us, we may cancel part or all of this policy for any reason by mailing notice to you at least 10 days before the cancellation takes effect.

When this policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel part or all of this policy for one or more of the following reasons:
1. you do not pay the premium when it is due;
2. you, any member of your household, or any person who customarily operates an insured auto has had a driver’s license or motor vehicle registration suspended or revoked during the policy period, and there is only one named insured or;
3. we have mailed notice within the first 59 days that we do not intend to continue the policy.
If the cancellation is for non-payment of premium, we will mail you notice at least 10 days before the cancellation takes effect. If the cancellation is for any of the other reasons stated above, we will mail notice to you at least 30 days before the cancellation takes effect.

Our mailing the notice of cancellation to you at your last mailing address known to us shall be sufficient proof of receipt of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. We will refund amounts under $2.00 only upon your request. However, refund of unearned premium is not a condition of cancellation.

Termination
If we offer to renew your policy and your required premium payment isn’t received when due, you will have rejected our renewal offer. This means that the insurance coverage described in the renewal offer and any endorsements to the renewal offer will not become effective.

Non-Renewal
If we don’t intend to continue the policy beyond the current policy period, we will mail you notice at least 30 days before the end of the policy period.

Loss Reduction Items
From time to time, we may provide you with certain items designed to help you manage the risks you face, loss reduction related items, discounts or incentives not otherwise specified herein.

Action Against Us
No suit or action may be brought against us unless there has been full compliance with all policy terms and conditions.

Bankruptcy Or Insolvency
The bankruptcy or insolvency of an insured person or that person’s estate will not relieve us of any obligation under the policy.

What Law Will Apply
This policy is issued in accordance with the laws of Missouri and covers property or risks principally located in Missouri. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Missouri.

If a covered loss to the auto, a covered auto accident, or any other occurrence for which coverage applies under this policy happens outside Missouri, claims or disputes regarding that covered loss to the auto, covered auto accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the auto, covered auto accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought
Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Missouri. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Missouri, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the auto, a covered auto accident, or any other occurrence for which coverage applies under this policy happens outside Missouri, lawsuits regarding that covered loss to the auto, covered auto accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the auto, covered auto accident, or other covered occurrence happened.

Nothing in this provision, Where Lawsuits May Be Brought, shall impair any party’s right to remove a state court lawsuit to a federal court.

Missouri Guaranty Association
Missouri law requires us to inform you that the Missouri Property and Casualty Insurance Guaranty Association does not cover policyholder claims of insolvent insurers exceeding $300,000.

The Missouri Property and Casualty Insurance Guaranty Association Act contains the following limitations:
1. Claims covered by the Act do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of more of $25 million on the date the insurer becomes insolvent.

2. The Associations’ obligation includes only the amount of each covered claim which is less than $300,000. However the Association will not:
Part 1—Automobile Liability Insurance  
Bodily Injury Liability–Coverage AA  
Property Damage Liability–Coverage BB

General Statement Of Coverage
If a premium is shown on the Policy Declarations for Bodily Injury Liability Coverage and Property Damage Liability Coverage, we will pay damages which an insured person is legally obligated to pay because of:
1. bodily injury sustained by any person, and
2. damage to, or destruction of, property, including loss of use.

Under these coverages, your policy protects an insured person from liability for damages arising out of the ownership, maintenance or use, loading or unloading of an insured auto.

We will not pay any punitive or exemplary damages, fines or penalties under Bodily Injury Liability or Property Damage Liability coverage.

We will defend an insured person sued as a result of a covered accident involving an insured auto. We will choose the counsel. We may settle any claim or suit if we believe it is proper. We will not defend an insured person sued for damages arising out of bodily injury or property damage which are not covered by this policy.

Our Right To Appeal
If an insured person or any other insurer elects not to appeal a judgment, we may do so. We will pay reasonable costs and interest incidental to the appeal. We will not be liable for more than the limit shown on your Policy Declarations plus the reasonable costs and interest incidental to the appeal.

Additional Payments We Will Make
When we defend an insured person under Part 1, we will pay:
1. up to $50 a day for the loss of wages or salary if we ask that person to attend hearings or trials to defend against a bodily injury suit. We won’t pay for loss of other income. We will pay other reasonable expenses incurred at our request.
2. court costs for defense.
3. interest accruing on a judgment entered against you, but only on that part of a judgment entered against you which does not exceed our limits of liability, until such time as we have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which we are liable under this policy. Interest will be paid only on that part of a judgment entered against you which does not exceed our limits of liability. This means that under no circumstances will we pay interest on that part of a judgment entered against you which exceeds our stated limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of our limit of liability. We have no obligation, however, to apply for or furnish these bonds.

We will repay an insured person for:
1. the cost of any bail bonds required because of an accident or traffic law violation involving the use of the insured auto. Payment won’t exceed $300 per bond. We have no obligation to apply for or furnish a bond.
2. reasonable expenses incurred by an insured person for first aid to other persons at the time of an auto accident involving the insured auto.

Additional Definition For Part 1
"Insured Person(s)" means:
1. While using your insured auto:
   a. you,
   b. any resident,
   c. any other person using it with your permission.
2. While using a non-owned auto:
   a. you, and
   b. any resident relative.

Exclusions—What Is Not Covered
We will not pay for any damages an insured person is legally obligated to pay because of:
1. bodily injury or property damage resulting from the ownership, maintenance or use, loading or unloading of the insured auto by any person as an employee of the United States government, while acting within the scope
of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the bodely injury or property damage.

2. bodily injury or property damage arising out of the use of an insured auto while used to carry persons or property for a charge, or the use of any auto an insured person is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.

3. bodily injury or property damage arising out of auto or motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing or selling of autos or motor vehicles. However, this exclusion does not apply to you, resident relatives, partners or employees of the partnership of which you or a resident relative are a partner, when using your insured auto.

4. bodily injury or property damage arising out of the use of a non-owned auto in any business or occupation of an insured person. However, this exclusion does not apply while you, your chauffeur, or domestic worker is using an auto or trailer.

5. bodily injury or property damage arising out of the ownership, maintenance, or use of a motor vehicle with less than four wheels.

6. bodily injury to an employee of any insured person arising out of or in the course of employment. This exclusion does not apply to your domestic employee who is not required to be covered by a workers’ compensation law or similar law.

7. bodily injury to a co-worker injured in the course of employment. This exclusion does not apply to you.

8. bodily injury to any person related to an insured person by blood, marriage, or adoption and residing in that person’s household. This exclusion applies only to the extent that the limit of liability for this coverage exceeds the minimum limit of liability required by the Financial Responsibility Law of Missouri.

9. damage to or destruction of property an insured person owns, transports, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.

10. bodily injury or property damage intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of, an insured person. This exclusion applies even if:
    a. such insured person lacks the mental capacity to control or govern his or her conduct;
    b. such insured person is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause bodely injury or property damage;
    c. such bodily injury or property damage is of a different kind or degree than intended or reasonably expected;
    d. such bodily injury or property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all insured persons under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

11. bodily injury or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.

12. bodily injury or property damage arising out of the participation in any prearranged, organized, or spontaneous:
    a. racing contest,
    b. speed contest, or
    c. use of an auto at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.

Financial Responsibility
When this policy is certified as proof under any motor vehicle financial responsibility law, the insurance under this part of the policy will comply with the provisions of that law.

Limits Of Liability
The limits shown on the Policy Declarations are the maximum we will pay for any single accident involving an insured auto. The limit stated for each person for bodily injury is our total limit of liability for all damages because of
bodily injury sustained by one person, including all damages sustained by anyone else as a result of that bodily injury. Subject to the limit for each person, the limit stated for each accident is our total limit of liability for all damages for bodily injury. For property damage, the limit stated for each accident is our total limit of liability for property damage sustained in any single accident involving an insured auto.

The liability limits shown on the Policy Declarations may not be added to the limits for similar coverage applying to other motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:
1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF AUTOMOBILE LIABILITY INSURANCE—BODILY INJURY AND PROPERTY DAMAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the autos shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one auto will apply.

An auto and attached trailer are considered one auto. Also, an auto and a mounted camper unit, topper, cap, or canopy are considered one auto.

If There Is Other Insurance
If more than one policy applies on a primary basis to an accident involving your insured auto, we will bear our proportionate share with other collectible liability insurance.

If an insured person is using a substitute auto or non-owned auto, our liability insurance will be excess over other collectible insurance. However, if an insured person is operating an insured auto which is owned by a person, firm, or corporation in the business of selling, leasing, repairing, servicing, delivering, testing, road testing, parking, or storing motor vehicles, our liability insurance will apply on a primary basis.

Additional Interested Parties
If one or more additional interested parties are listed on the Policy Declarations, the Automobile Liability Insurance coverages of this policy will apply to those parties as insureds.

We will mail or deliver at least 10 days notice to an additional interested party if we cancel or make any changes to this policy which adversely affect that party’s interest. Our notice will be considered properly given if mailed to the last known address of the additional interested party.

The naming of an additional interested party does not increase that party’s right to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

Part 2—Automobile Medical Payments—Coverage CC

General Statement Of Coverage
If a premium is shown on the Policy Declarations for Automobile Medical Payments, we will pay to or on behalf of an insured person all reasonable expenses actually incurred by the insured person for necessary medical treatment, medical services or medical products actually provided to the insured person by a state licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, professional nursing services, pharmaceuticals, eyeglasses, hearing aids, and funeral expenses are covered. Payment will be made only when bodily injury is caused by a motor vehicle accident.

The treatment, services, or products must be rendered within one year after the date of the accident. This will be extended to five years if the amount of insurance shown on the Policy Declarations for this coverage is more than $5,000.

This coverage does not apply to any person to the extent that the treatment is covered under any workers’ compensation law.

Additional Definitions For Part 2
1. “Insured Person(s)” means:
   a. you and any resident relative who sustains bodily injury while in, on, getting into or out of, or getting on or off of, an auto or trailer, or when struck as a pedestrian by a motor vehicle or

bodily injury sustained by one person, including all damages sustained by anyone else as a result of that bodily injury. Subject to the limit for each person, the limit stated for each accident is our total limit of liability for all damages for bodily injury. For property damage, the limit stated for each accident is our total limit of liability for property damage sustained in any single accident involving an insured auto.

The liability limits shown on the Policy Declarations may not be added to the limits for similar coverage applying to other motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:
1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF AUTOMOBILE LIABILITY INSURANCE—BODILY INJURY AND PROPERTY DAMAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the autos shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one auto will apply.

An auto and attached trailer are considered one auto. Also, an auto and a mounted camper unit, topper, cap, or canopy are considered one auto.

If There Is Other Insurance
If more than one policy applies on a primary basis to an accident involving your insured auto, we will bear our proportionate share with other collectible liability insurance.

If an insured person is using a substitute auto or non-owned auto, our liability insurance will be excess over other collectible insurance. However, if an insured person is operating an insured auto which is owned by a person, firm, or corporation in the business of selling, leasing, repairing, servicing, delivering, testing, road testing, parking, or storing motor vehicles, our liability insurance will apply on a primary basis.

Additional Interested Parties
If one or more additional interested parties are listed on the Policy Declarations, the Automobile Liability Insurance coverages of this policy will apply to those parties as insureds.

We will mail or deliver at least 10 days notice to an additional interested party if we cancel or make any changes to this policy which adversely affect that party’s interest. Our notice will be considered properly given if mailed to the last known address of the additional interested party.

The naming of an additional interested party does not increase that party’s right to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

Part 2—Automobile Medical Payments—Coverage CC

General Statement Of Coverage
If a premium is shown on the Policy Declarations for Automobile Medical Payments, we will pay to or on behalf of an insured person all reasonable expenses actually incurred by the insured person for necessary medical treatment, medical services or medical products actually provided to the insured person by a state licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, professional nursing services, pharmaceuticals, eyeglasses, hearing aids, and funeral expenses are covered. Payment will be made only when bodily injury is caused by a motor vehicle accident.

The treatment, services, or products must be rendered within one year after the date of the accident. This will be extended to five years if the amount of insurance shown on the Policy Declarations for this coverage is more than $5,000.

This coverage does not apply to any person to the extent that the treatment is covered under any workers’ compensation law.

Additional Definitions For Part 2
1. “Insured Person(s)” means:
   a. you and any resident relative who sustains bodily injury while in, on, getting into or out of, or getting on or off of, an auto or trailer, or when struck as a pedestrian by a motor vehicle or
trailer. The use of a non-owned auto must be with the owner’s permission.

b. any other person who sustains bodily injury while in, on, getting into or out of, or getting on or off of:
   i. your insured auto while being used as a vehicle by you, a resident relative, or any other person with your permission.
   ii. a non-owned auto or trailer if the injury results from the operation or occupancy by:
      a. you,
      b. your private chauffeur or domestic worker on your behalf, or
      c. a resident relative.

2. “Motor Vehicle” means a land motor vehicle designed for use on public roads.

Exclusions—What Is Not Covered
This coverage does not apply to bodily injury:
1. intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of, an insured person. This exclusion applies even if:
   a. such insured person lacks the mental capacity to control or govern his or her own conduct;
   b. such insured person is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause bodily injury;
   c. such bodily injury is of a different kind or degree than intended or reasonably expected; or
   d. such bodily injury is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not an insured person is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all insured persons under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. to you or a resident relative while in, on, getting into or out of, or getting on or off of, an auto owned by you or a resident relative which is not insured for this coverage.

3. to you or a resident relative while in, on, getting into or out of, getting on or off of, or struck as a pedestrian by:
   a. a vehicle or other equipment designed for use off public roads, while not on public roads.

4. to any person while in, on, getting into or out of, or getting on or off of:
   a. an auto owned by you or a resident relative while available for hire by the public. This exclusion does not apply to shared-expense car pools; or
   b. an auto or trailer while used as a residence or premises.

5. to any person, other than you or a resident relative, while using a non-owned auto:
   a. which is available for hire by the public;
   b. in auto or motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing or selling of autos or motor vehicles; or
   c. in any other business or occupation.

Coverage is provided for you or your private chauffeur or domestic worker while using an insured auto or trailer in any other business or occupation.

6. caused by war or warlike acts, including, but not limited to, insurrection, rebellion, or revolution.

7. or property damage arising out of the participation in any prearranged, organized, or spontaneous:
   a. racing contest,
   b. speed contest, or
   c. use of an auto at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.

8. to any person or dependent of a person to the extent that such person or dependent has received benefits provided by the U.S. government under a contract of employment including past or present military duty.

We will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expenses on behalf of an insured person through a facility of the uniformed services.

Limit Of Liability
The limit shown on the Policy Declarations is the maximum we will pay for all expenses incurred by or for each person as the result of any one motor vehicle accident.
The Automobile Medical Payments Coverage limit of liability shown on the Policy Declarations may not be added to the limit(s) for similar coverage applying to other autos or motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:
1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF AUTOMOBILE MEDICAL PAYMENTS WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the autos shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one auto will apply.

If an insured person dies as the result of a covered motor vehicle accident, we will pay the least of the following as a funeral expenses benefit:
1. $2,000; or
2. the Automobile Medical Payments Coverage limit of liability stated on the Policy Declarations; or
3. the remaining portion of the Automobile Medical Payments Coverage limit of liability not expended for other covered medical expenses.

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limit of liability shown on the Policy Declarations for Automobile Medical Payments Coverage. This benefit is payable to the deceased insured person’s spouse if a resident of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to either parent who is a resident of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased insured person’s estate.

There will be no duplication of payments made under the Bodily Injury Liability Coverage and Automobile Medical Payments Coverage of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. Any damages payable under the Bodily Injury Liability Coverage of this policy will be reduced by that amount.

Unreasonable Or Unnecessary Medical Expenses
If the insured person incurs medical expenses which we deem to be unreasonable or unnecessary, we may refuse to pay for those medical expenses and contest them.

If the insured person is sued by a medical services provider because we refuse to pay medical expenses which we deem to be unreasonable or unnecessary, we will pay resulting defense costs, and pay any resulting judgment against the insured person, up to the Automobile Medical Payments policy limit. We will choose the counsel. The insured person must cooperate with us in the defense of any claim or lawsuit. If we ask the insured person to attend hearings or trials, we will pay up to $50 per day for loss of wages or salary. We will also pay other reasonable expenses incurred at our request.

No insured person may sue us for medical expenses we deem unreasonable or unnecessary unless:
1. the insured person has paid the entire disputed amount to the medical services provider; or
2. the medical services provider has expressly threatened or initiated collection activity toward the insured person.

If There Is Other Insurance
This coverage will be excess over any other collectible insurance, including, but not limited to, individual, blanket or group accident, disability or hospitalization insurance or any medical or surgical reimbursement plan. When this coverage applies to a substitute auto or non-owned auto, we will pay only after all other collectible auto medical insurance has been exhausted. When this coverage applies to a replacement auto or additional auto, this policy will not apply if you have other collectible auto medical insurance.
Part 3—Uninsured Motorists Insurance—Coverage SS

General Statement Of Coverage
If a premium is shown on the Policy Declarations for Uninsured Motorists Insurance, we will pay damages which an insured person is legally entitled to recover from the owner or operator of an uninsured auto because of bodily injury sustained by an insured person.

The bodily injury must be caused by accident and arise out of the ownership, maintenance, or use of an uninsured auto. We will not pay any punitive or exemplary damages, fines or penalties under Uninsured Motorists Insurance.

An Uninsured Auto Is:
1. a motor vehicle which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a motor vehicle covered by a bond or insurance policy which doesn’t provide at least the minimum financial security requirements of the state in which your insured auto is principally garaged.
3. a motor vehicle for which the insurer, other than us under this or any other policy, denies coverage or becomes insolvent.
4. a hit-and-run motor vehicle which causes bodily injury to an insured person, whether or not physical contact was made with the insured person or with a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown. The accident must be reported within 24 hours to the proper authorities. We must be notified within 30 days. If the insured person was occupying a vehicle at the time of the accident, we have a right to inspect it.

An Uninsured Auto Is Not:
1. a motor vehicle that is lawfully self-insured.
2. a motor vehicle which is insured under the Automobile Liability Insurance of this policy.

Additional Definitions For Part 3
1. “Insured Person(s)” means:
   a. you and any resident relative.
   b. any person while in, on, getting into or out of, or getting on or off of, an insured auto with your permission.
   c. any other person who is legally entitled to recover because of bodily injury to you, a resident relative, or an occupant of your insured auto with your permission.

2. “Motor Vehicle” means a land motor vehicle or trailer other than:
   a. a vehicle or other equipment designed for use off public roads, while not on public roads,
   b. a vehicle operated on rails or crawler-treads, or
   c. a vehicle when used as a residence or premises.
3. “Non-Owned Auto” means an auto used by you or a resident relative with the owner’s permission but which is not:
   a. owned by you or a resident relative.

Exclusions—What Is Not Covered
We will not pay any damages an insured person is legally entitled to recover because of:
1. bodily injury to any person, if that person or that person’s legal representative makes a settlement without our written consent. This will include any payment made by any person on behalf of the uninsured motorist.
2. bodily injury while in, on, getting into or out of, or getting on or off of, a vehicle which you own which is insured for this coverage under another policy. This exclusion does not apply to you or resident relatives.
3. bodily injury arising out of the use of an insured auto while used to carry persons or property for a charge, or the use of any auto an insured person is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
4. bodily injury or property damage arising out of the participation in any prearranged, organized, or spontaneous:
   a. racing contest,
   b. speed contest, or
   c. use of an auto at a track or course designed or used for racing or high performance driving,
   or in practice or preparation for any contest or use of this type.
Limits Of Liability
The coverage limit shown on the Policy Declarations for:
1. “each person” is the maximum that we will pay for all damages arising out of bodily injury to one person in any one motor vehicle accident, including all damages sustained by anyone else as a result of that bodily injury.
2. “each accident” is the maximum we will pay for all damages arising out of bodily injury in any one motor vehicle accident. This limit is subject to the limit for “each person”.

The Uninsured Motorists Coverage limits apply to each insured auto as shown on the declarations page.

If none of the autos shown on the Policy Declarations is involved in the accident, the highest limits of liability shown on the Policy Declarations for any one auto will apply.

Damages payable under Uninsured Motorists Insurance shall be reduced by all amounts paid or payable by or on behalf of any person or organization that may be legally responsible for the bodily injury for which the payment is made, including, but not limited to, any amounts paid under the bodily injury liability coverage of this or any other insurance policy, but this does not include any amounts paid or payable under:
1. Automobile Medical Payments Coverage, Part 2; or
2. Any workers’ compensation law, disability benefits law or similar law.

Non-Duplication Of Benefits
No injured person will recover duplicate benefits for the same elements of loss under this or any other uninsured motorists insurance, including approved plans of self-insurance.

Trust Agreement
When we pay any person under this coverage:
1. we are entitled to repayment of amounts paid by us and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for our benefit.
3. insured persons, if we ask, must take proper action in their own name to recover damages from any responsible party or insurer. We will select the attorney, and pay all related costs and fees.

We will not ask the insured person to sue the insured of an insolvent insurer.

Payment Of Loss By Us
Any amount due is payable to the insured person, to the parent or guardian of an insured person who is an injured minor, or to the spouse of any insured person who dies. However, we may pay any person lawfully entitled to recover the damages.

Legal Actions
No one may sue us under this coverage unless there is full compliance with all the policy terms and conditions.

If, at any time before we pay for the loss, an insured person institutes a suit against anyone believed responsible for the accident, we must be given a copy of the summons and complaint or other process. If a suit is brought without our written consent, we aren’t bound by any resulting judgment.

Part 4—Underinsured Motorists Insurance-Coverage SU

General Statement Of Coverage
If a premium is shown on the Policy Declarations for Underinsured Motorists Insurance, we will pay damages which an insured person is legally entitled to recover from the owner or operator of an underinsured auto because of bodily injury sustained by an insured person.

The bodily injury must be caused by accident and arise out of the ownership, maintenance, or use of an underinsured auto. We will not pay any punitive or exemplary damages, fines or penalties under Underinsured Motorists Insurance.

An Underinsured Auto Is:
a motor vehicle which has liability protection in effect and applicable at the time of the accident in an amount equal to or greater than the minimum financial security requirements in the state of Missouri, but less than the damages the insured person is legally entitled to recover.

An Underinsured Auto Is Not:
1. a motor vehicle that is lawfully self-insured.
2. an auto which is insured for Liability Coverage under Part 1 of this policy.

3. an uninsured auto.

4. a motor vehicle owned by any federal, state or local government or agency.

Additional Definitions For Part 4
1. “Insured Person(s)” means:
   a. you and any resident relative.
   b. any person while in, on, getting into or out of, or getting on or off of, an insured auto with your permission.
   c. any other person who is legally entitled to recover because of bodily injury to you, a resident relative, or an occupant of your insured auto with your permission.

2. “Motor Vehicle” means a land motor vehicle not weighing more than 20,000 pounds, or attached trailer, other than:
   a. a vehicle or equipment designed for use off public roads, while not upon public roads,
   b. a vehicle operated on rails or crawler-treads, or
   c. a vehicle when used as a residence or premises.

Exclusions—What Is Not Covered
This coverage does not apply to:
1. any person who makes a settlement with the underinsured motorist without our written consent. This will include any payment made by any person on behalf of the underinsured motorist.

2. any person while in, on, getting into or out of, getting on or off of, a vehicle you own which is not insured for this coverage.

3. any claim that directly or indirectly benefits any workers’ compensation or disability benefits insurer. This includes a self-insurer.

4. bodily injury arising out of the use of an insured auto while used to carry persons or property for a charge, or the use of any auto an insured person is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.

5. bodily injury or property damage arising out of the participation in any prearranged, organized, or spontaneous:
   a. racing contest,
   b. speed contest, or
   c. use of an auto at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.

Limits Of Liability
The coverage limit shown on the Policy Declarations for:
1. “each person” is the maximum that we will pay for all damages arising out of bodily injury to one person in any one motor vehicle accident, including all damages sustained by anyone else as a result of that bodily injury.

2. “each accident” is the maximum we will pay for all damages arising out of bodily injury in any one motor vehicle accident. This limit is subject to the limit for “each person.”

These limits are the maximum we will pay for any one motor vehicle accident regardless of the number of:
1. premiums paid;
2. premiums shown on the Policy Declarations;
3. claims made;
4. vehicles or persons shown on the Policy Declarations;
5. vehicles involved in the accident.

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNDERINSURED MOTORISTS INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

The Underinsured Motorists Coverage limits apply to each insured auto as shown on the Policy Declarations.

Damages payable will be reduced by all amounts paid by the owner or operator of the underinsured auto or anyone else responsible. This includes all sums paid under the bodily injury liability coverage of this or any other policy.

We are not obligated to make any payment for bodily injury under Underinsured Motorists Insurance which arises out of the use of an underinsured auto until after the limit of liability for all liability protection in effect and applicable at the time.
of the accident has been exhausted by payments of judgments or settlements.

**If There Is Other Insurance**

If the **insured person** was in, on, getting into or out of, or on or off of, a vehicle which is insured for underinsured motorists or similar type coverage under another policy, coverage under Underinsured Motorists Coverage, Part 4 of this policy, will be excess. This means that when the **insured person** is legally entitled to recover damages in excess of the other policy limit, we will pay up to your policy limit, but only after the other insurance has been exhausted. **No insured person** may recover duplicate benefits for the same elements of loss under this coverage and the other insurance.

If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit of underinsured motorists coverage. This will apply no matter how many autos or auto policies may be involved whether written by us or another company. **We** will bear our proportionate share with other underinsured motorists coverage.

**Non-Duplication Of Benefits**

No injured person will recover duplicate benefits for the same elements of loss under this coverage unless there is full compliance with all the policy terms.

**Trust Agreement**

When **we** pay any person under this coverage:

1. **we** are entitled to repayment of amounts paid by us and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.

2. all rights of recovery against any responsible party or insurer must be maintained and preserved for our benefit.

3. **insured persons**, if we ask, must take proper action in their name to recover damages from any responsible party or insurer. **We** will select the attorney. **We** will pay all related costs and fees.

**Payment Of Loss By Us**

Any amount due is payable to the **insured person**, to the parent or guardian of an **insured person** who is an injured minor, or to the spouse of any **insured person** who dies. However, **we** may pay any person lawfully entitled to recover the damages.

**Legal Actions**

No one may sue **us** under this coverage unless there is full compliance with all the policy terms.

If, at any time before **we** pay for the loss, an **insured person** institutes a suit against anyone believed responsible for the accident, **we** must be given a copy of the summons and complaint or other process. If a suit is brought without our written consent, **we** aren’t bound by any resulting judgment.

**If We Cannot Agree**

If the insured person and we don’t agree on that person’s right to receive damages or on the amount, then upon mutual consent, the disagreement will be settled by arbitration. If the insured person and we do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction. The arbitrators will not have the power to decide any dispute regarding the nature or the amount of coverage provided by the policy or claims for damages outside the terms of the policy, including, but not limited to, claims for bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees and/or interest. Arbitration will take place under the rules of the American Arbitration Association.

If either party objects to the use of the rules of the American Arbitration Association, the following alternative method of arbitration will be used. The insured person will select one arbitrator. We will select another. The two arbitrators will select a third. If they can’t agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written agreement of any two arbitrators will determine the issues. The insured person will pay the arbitrator that person selects. We will pay the one we select. The expenses of the third arbitrator and all other expenses of arbitration will be shared equally. However, attorney fees and fees paid to medical and other expert witnesses are not considered arbitration expenses. These costs will be paid by the party incurring them.

Regardless of the method of arbitration, any award not exceeding the limits of the Financial Responsibility law of
Missouri will be binding and may be entered as a judgment in a proper court.

Regardless of the method of arbitration, when any arbitration award exceeds the Financial Responsibility limits of Missouri, either party has a right to trial on all issues in a court of competent jurisdiction. This right must be exercised within 60 days of the award. Costs, including attorney fees, are to be paid by the party incurring them.

Part 5—Protection Against Loss To The Auto

Other information applicable to all these coverages appears after all the coverage descriptions.

Auto Collision Insurance—Coverage DD
If a premium is shown on the Policy Declarations for Auto Collision Insurance, we will pay for direct and accidental loss to an insured auto (including insured loss to an attached trailer) from a collision with another object or by upset of that auto or trailer.

Auto Comprehensive Insurance—Coverage HH
If a premium is shown on the Policy Declarations for Auto Comprehensive Insurance, we will pay for direct and accidental loss to an insured auto not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered. Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass.

If by agreement between you and us, glass is repaired rather than replaced, the deductible amount will not be subtracted from a glass breakage loss.

Lease Or Loan Gap Coverage—Coverage LG
If a premium is shown on the Policy Declarations for Lease or Loan Gap Coverage, and if the amount you owe under the terms of the auto lease or loan agreement on your auto exceeds the actual cash value of the auto, then we will pay the difference between these amounts in the event of a total loss due to physical damage or theft of that auto. We may pay you and the lessor or lienholder named on the Policy Declarations.

Lease or Loan Gap Coverage applies only if you have both Auto Collision and Comprehensive Insurance in effect under this policy and the loss is covered under either coverage. This coverage applies only to the original lease or loan written on your auto and applies only if your auto was not previously titled. If, according to the information you have given us, the lease or loan ends during the policy period, we will stop this coverage at the end of that policy period. However, you must tell us if you want this coverage to end at an earlier date.

Repair Or Replacement Cost Coverage—Coverage RC
If a premium is shown on the Policy Declarations for Repair Or Replacement Cost Coverage (Coverage RC), it will be our option to pay to repair or replace the auto to which Coverage RC applies as shown on the Policy Declarations for a covered loss if you have purchased both Auto Collision Insurance and Auto Comprehensive Insurance and either coverage is applicable to the loss.

This coverage will continue until the first policy renewal after the coverage has been in effect for three years. Repair Or Replacement Cost Coverage does not automatically transfer to any replacement auto or additional auto acquired during the policy period. This coverage does not apply to any other vehicle, including, but not limited to, additional autos, replacement autos, or substitute autos.

Rental Reimbursement Coverage—Coverage UU
If a premium is shown on the Policy Declarations for Rental Reimbursement Coverage, and if you have an auto accident, or the entire insured auto is stolen, we will reimburse you for your cost of renting an auto from a rental agency or garage. We will not pay more than the dollar amount per day shown on the Policy Declarations.

If an insured auto is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If the entire insured auto is stolen, coverage begins the day you report the theft to us. If an insured auto is driveable, coverage starts the day the auto is taken to the garage for repairs.

Coverage ends when whichever of the following occurs first:
1. if an insured auto is disabled by a collision or comprehensive loss, completion of the repairs or replacement of the auto;
2. if an insured auto is stolen, when we offer settlement or your auto is returned to use; or
3. thirty full days of coverage.

Sound System Coverage—Coverage ZA

If a premium is shown on the Policy Declarations for Sound System Coverage, we will pay for loss to a sound system.

Sound System Coverage applies only if Auto Comprehensive Insurance is in effect under this policy. This coverage makes sound systems, and antennas or other apparatus used specifically with them, insured property under the terms of both collision and comprehensive insurance. The limit of our liability is shown on the Policy Declarations.

Tape Coverage—Coverage ZZ

If a premium is shown on the Policy Declarations for Tape Coverage, we will pay for loss to any tapes, compact discs or similar items used with auto sound systems. Coverage applies to property owned by you or a resident relative that is in or upon your insured auto at the time of the loss. The total limit of our liability for each loss is shown on the Policy Declarations.

This coverage applies only if you have Auto Comprehensive Insurance under the policy. Tape Coverage makes tapes, compact discs, or similar items insured property under your Auto Comprehensive Insurance.

Additional Payments We Will Make Under Part 5

1. We will pay up to $200 for loss of clothing and personal luggage, including its contents, belonging to you or a resident relative while it is in or upon your insured auto. This provision does not apply if the insured auto is a travel-trailer.

   This coverage applies only when:
   a. the loss is caused by collision and you have purchased Auto Collision Insurance; or
   b. the entire auto is stolen, and you have purchased Auto Comprehensive Insurance; or
   c. physical damage is done to the auto and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning or flood and you have purchased Auto Comprehensive Insurance.

   The amount stated under paragraph 1. above is the maximum we will pay, regardless of the number of vehicles insured.

2. If you have purchased Auto Collision or Auto Comprehensive Insurance under this policy, we will pay general average and salvage charges imposed when your insured auto is being transported.

Additional Definitions For Part 5

1. "Camper Unit"—means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A camper unit does not include:
   a. caps, tops, or canopies designed for use as protection of the cargo area of a utility auto; or
   b. radio or television antennas, awnings, cabanas, or equipment designed to create additional off-highway living facilities.

2. "Motor Home"—means a self-propelled vehicle equipped, designed or used as a living quarters.

3. "Sound System"—means any device permanently installed inside your insured auto by bolts, brackets, or other similar means designed for:
   a. voice or video transmission, or for voice or video reception; or
   b. recording or playing back recorded material; or
   c. supplying power to cellular or similar telephone equipment, and which is installed in a location other than the one designed by the auto's manufacturer for that device.

   A sound system also includes antennas or other apparatus in or on your insured auto used specifically with that system, if permanently installed. Apparatus does not include sound reproducing media such as compact discs or cassette tapes. A sound system does not include any equipment that is externally exposed except for antennas.

4. "Travel-trailer"—means a trailer of the house, cabin or camping type equipped or used as a living quarters.

5. "Custom Parts or Equipment" means equipment, devices, accessories, enhancements, and changes, other than those offered by the manufacturer of the auto specifically for that model, or installed by the auto dealership when new as part of the original sale, which alter the appearance or performance of an auto. This does not include items covered under Sound System Coverage.
Losses We Do Not Cover Under Coverages DD, HH, LG, RC, UU, ZZ, And ZA

We do not cover loss to the property described in Auto Collision Insurance–Coverage DD, Auto Comprehensive Insurance–Coverage HH, Lease Or Loan Gap Coverage–Coverage LG, Repair Or Replacement Cost Coverage–Coverage RC, Rental Reimbursement Coverage–Coverage UU, Tape Coverage–Coverage ZZ, and Sound System Coverage–Coverage ZA, consisting of or caused by:

1. property damage intended by, or reasonably expected to result from the intentional or criminal acts or omissions of, an insured person. This exclusion applies even if:
   a. such insured person lacks the mental capacity to control or govern his or her own conduct;
   b. such insured person is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause property damage;
   c. such property damage is of a different kind or degree than intended or reasonably expected; or
   d. such property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all insured persons under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. property damage arising out of the use of any auto used to carry persons or property for a charge, or the use of any auto an insured person is driving while available for hire by public. This exclusion does not apply to shared-expense car pools.

3. any damage or loss to any non-owned auto arising out of auto or motor vehicle business operations such as repairing, servicing, testing, washing, parking, sorting, or selling of autos or motor vehicles.

4. any damage or loss to any non-owned auto with more than four wheels.

5. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.

6. any damage or loss due to radioactive contamination.

7. any damage or loss resulting from:
   a. wear and tear;
   b. freezing; or
   c. mechanical or electrical breakdown unless the damage is the burning of wiring used to connect electrical components, or the result of other loss covered by this policy.

8. loss to tires unless stolen or damaged by fire, malicious mischief or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.

9. loss to any sound system within your insured auto. Coverages under this Part also will not apply to any apparatus in or on your insured auto designed for use with that system. This exclusion will not apply if you have purchased Sound System Coverage.

10. loss to any tapes, compact discs or similar items. This exclusion will not apply if you purchased Tape Coverage under this policy.

11. loss to a camper unit whether or not mounted. This exclusion will not apply if the camper unit is described on the Policy Declarations.

12. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a motor home or travel-trailer.

13. loss to your motor home or travel-trailer while rented to anyone else unless a specific premium is shown on the Policy Declarations for the rented vehicle.

14. loss or damage arising out of the participation in any prearranged, organized, or spontaneous:
   a. racing contest,
   b. speed contest, or
   c. use of an auto at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.

15. confiscation or seizure by a government authority.

16. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.
17. home, office, store, display, or passenger trailers, travel-trailers or camper units.

18. any device that is designed for the detection of radar.

19. loss to any custom parts or equipment designed for racing which is installed in or upon your insured auto. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modifications.

Payment Of Loss By Us
We may pay for the loss in money, or may repair or replace the damaged or stolen property at our option. We may, at any time before the loss is paid or the property is replaced, return at our own expense any stolen property, either to you or at our option to the address shown on the Policy Declarations, with payment for any resulting damage. We may take all or part of the property at the agreed or appraised value. We may settle any claim or loss either with you or the owner of the property.

Right To Appraisal
Both you and us have a right to demand an appraisal of the loss. Each will appoint and pay a qualified appraiser. Other appraisal expenses will be shared equally. The two appraisers, or a judge of a court of record, will select a third umpire. Each appraiser will state the actual cash value and the amount of loss. If they disagree, they’ll submit their differences to the umpire. A written agreement by any two of these three persons will determine the amount of the loss.

Limits Of Liability
Our limit of liability is the least of:
1. the actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation; or
2. the cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle’s manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to applicable state laws and regulations; or
3. $500, if the loss is to a covered trailer not described on the Policy Declarations.

Any applicable deductible amount is then subtracted.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property’s value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, you may be responsible for the amount of the betterment.

The maximum we will pay for a covered loss to any custom parts or equipment is $1000, unless otherwise excluded.

An auto and attached trailer are considered separate autos, and you must pay the deductible, if any, on each. Only one deductible will apply to an auto with a mounted camper unit. If unmounted, a separate deductible will apply to the auto and camper unit.

When more than one coverage is applicable to the loss, you may recover under the broadest coverage but not both. However, Coverage ZA, if purchased, will provide coverage in excess of the limit for loss to sound systems provided under Coverage HH.

Limits Of Liability Under Lease Or Loan Gap Coverage
If the Policy Declarations indicates a premium charge for Lease or Loan Gap Coverage (Coverage LG) our limit of liability with respect to that coverage is the amount you owe under the terms of the auto lease or loan agreement to which the auto described on the Policy Declarations page is subject. The amount payable will be reduced by:
1. overdue payments and the financial penalties associated with those payments;
2. the transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the auto described on the Policy Declarations;
3. the dollar amount of unrepaired damage which occurred prior to the total loss of your auto, and,
4. all refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on your auto.
Limits Of Liability Under Repair Or Replacement Cost Coverage

If the Policy Declarations indicates a premium charge for Repair Or Replacement Cost Coverage (Coverage RC), it will be our option to pay to repair or replace the auto to which Coverage RC applies as shown on the Policy Declarations for a covered loss, subject to the applicable Auto Collision Insurance or Auto Comprehensive Insurance deductible, but without a deduction for depreciation.

However, the most we will pay for the loss will be the lesser of the:

a. cost of repair or replacement of the property or part using parts manufactured by or for the vehicle’s manufacturer or parts from other sources, including, but not limited to, non-original equipment manufacturers as permitted by state laws and regulations.

b. cost of a new auto of the same make and model with the same equipment. If an auto of the same make and model with the same equipment is not available, the new auto must be of similar size, class, body type and equipment. A new auto is an auto that has not been previously titled and is of the latest model year available at the time of the loss.

We reserve the right to repair or to replace the damaged property, or to pay for the loss in money.

This coverage does not apply to loss caused by fire, theft, larceny or flood.

In no event, shall an insured person be entitled to recover under both Repair Or Replacement Cost Coverage and Auto Collision Insurance or Repair Or Replacement Cost Coverage and Auto Comprehensive Insurance.

If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, we will pay only our share of any damages. Our share is determined by adding the limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that our limits represent.

When this insurance covers a substitute auto or non-owned auto, we will pay only after all other collectible insurance has been exhausted.

When this insurance covers a replacement auto or additional auto, this policy won’t apply if you have other collectible insurance.

Lease or Loan Gap Coverage is excess over any other collectible insurance.

Action Against Us

No one may sue us under this coverage unless there is full compliance with all the policy terms.

No Benefit To Bailee

This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, we may pay loss or damage under this policy to you and the Lienholder and/or Lessor as its interest may appear.

The Lienholder and/or Lessor must notify us of any change in ownership or hazard that is known.

If you or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

We may cancel this policy according to its terms. We will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever we pay the Lienholder and/or Lessor any sum for loss or damage under this policy, we will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.