



**MISSOURI NAMED NON-OWNER
PERSONAL AUTO POLICY**

SAFECO INSURANCE COMPANY OF ILLINOIS
Home Office: 2800 W. Higgins Rd., Suite 1100, Hoffman Estates, Illinois 60195

(A stock insurance company.)

READY REFERENCE TO YOUR AUTO POLICY

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AGREEMENT

In return for your payment of all premiums, and in reliance upon the statements in the application we agree to insure you subject to the terms, conditions and limitations of this policy. We will insure you for the coverages and limits shown on the Declarations. Your policy consists of the policy contract, Declarations and endorsements applicable to the policy.

DEFINITIONS

- A.** Throughout this policy, “you” and “your” refer to:
1. The “named insured” shown in the Declarations;
 2. The spouse if a resident of the same household;
 3. The civil partner, if a resident of the same household, by civil union licensed and certified by the state; or
 4. The **domestic partner**, if a resident of the same household.
- “**Domestic partner**” means a person living as a continuing partner with you and:
- (a) is at least 18 years of age and competent to contract;
 - (b) is not a relative; and
 - (c) shares with you the responsibility for each other’s welfare, evidence of which includes:
 - (1) the sharing in domestic responsibilities for the maintenance of the household; or
 - (2) having joint financial obligations, resources, or assets; or
 - (3) one with whom you have made a declaration of domestic partnership or similar declaration with an employer or government entity.
- Domestic partner** does not include more than one person, a roommate whether sharing expenses equally or not, or one who pays rent to the named insured.
- B.** “We,” “us” and “our” refer to the Company as shown in the Declarations providing this insurance.
- C.** For purposes of this policy, a private passenger auto shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least six months.
- D.** Throughout the policy “**minimum limits**” refers to the following limits of liability required by Missouri law to be provided under a policy of automobile liability insurance:
1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to **bodily injury**;
 2. \$10,000 for each accident with respect to **property damage**.
- Other words and phrases are defined. They are in bold type when used.
- E.** “**Bodily injury**” means bodily harm, sickness or disease, including death that results.
- F.** “**Business**” includes trade, profession or occupation.
- G.** “**Family member**” means a person related to you by blood, marriage, civil union, domestic partnership or adoption who is a resident of your household. This includes a ward or foster child who is a resident of your household.
- H.** “**Fungi**” means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spores, scents or other substances, products or by-products produced, released by or arising out of **fungi**, including growth, proliferation or spread of **fungi** or the current or past presence of **fungi**. However, this definition does not include any **fungi** intended by the **insured** for consumption.
- I.** “**Occupying**” means in; upon; or getting in, on, out or off.
- J.** “**Property damage**” means physical injury or destruction of tangible property including loss of use.
- K.** “**Punitive or exemplary damages**” include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages or **bodily injury** or **property damage**.
- L.** “**Trailer**” means a vehicle designed to be pulled by a:
1. Private passenger auto; or

2. Pickup, van or motorhome.

It also means a recreational camping vehicle, farm wagon or farm implement while towed by a vehicle listed in **L.1.** or **L.2.** above.

M. “**Your covered auto**” means any of the following types of vehicles on the date you become the owner, whether operational or not:

1. a private passenger auto; or
2. a pickup or van that:
 - a. has a Gross Vehicle Weight Rating of 12,000 lbs. or less; and
 - b. is not used for the delivery or transportation of goods and materials unless such use is:

- (1) incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
- (2) for farming or ranching.

This provision applies only:

1. If you ask us to insure the newly acquired vehicle during the policy period; and
2. For 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

PART A — LIABILITY COVERAGE

INSURING AGREEMENT

A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

B. “**Insured**” as used in this Part **A** — Liability Coverage means:

1. You for the maintenance or use of any auto or **trailer**.
2. Any **family member**:
 - a. who does not own an auto, for the maintenance or use of any auto or **trailer**.
 - b. who owns an auto, but only for the use of **your covered auto**.
3. Any person using **your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
4. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part **A** — Liability Coverage.
5. For any auto or **trailer**, other than **your covered auto**, any person or organization but only with respect to legal responsibility for your acts or omissions. This provision (**B.4.**) applies only if the

person or organization does not own or hire the auto or **trailer**.

INTEREST ON JUDGMENTS

We will pay interest on judgments subject to all of the following:

1. Any notice, demand, summons, judgment, or any process has been promptly forwarded to us as required by the policy conditions.
2. We accept the defense or agree to the judgment.
3. We will pay the interest on that part of the judgment that is covered and that does not exceed our applicable limit of liability.
4. We will pay interest that accrues after entry of judgment and before we pay, tender, or deposit in court.
5. If we appeal the judgment, we will pay interest on the entire judgment.
6. Post-judgment interest in addition to the applicable limit of liability.
7. Where we are required to cover pre-judgment interest, it shall be included in the limit of liability and is not an additional amount of insurance.
8. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an **insured**:

1. Up to \$1,000 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy. We

- are not obligated to apply for or furnish such bonds.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- 3. Up to \$250 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- 4. Other reasonable expenses incurred at our request.
- 5. All expenses incurred by an **insured** for first aid to others at the time of the accident, not to exceed \$10,000.

EXCLUSIONS

A. We do not provide Liability Coverage for:

- 1. Any **insured** who intentionally causes **bodily injury** or **property damage** even if such **bodily injury** or **property damage** is of a different kind or degree than expected or intended, or such **bodily injury** or **property damage** is sustained by a different person or persons than expected or intended.
- 2. **Property damage** to property owned or being transported by any **insured**.
- 3. **Property damage** to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;
 any **insured**.
 This exclusion (A.3.) does not apply to **property damage** to:
 - a. a residence or private garage caused by a private passenger auto insured under this policy.
 - b. any motor vehicle loaned to you by a person, firm or corporation engaged in the **business** of selling, repairing, or servicing motor vehicles while such vehicle is being used by any **insured**:
 - (1) for demonstration purposes; or
 - (2) as a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair, or servicing.
- 4. **Bodily injury** to an employee of any **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. Any **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to a share-the-expense car pool.
- 6. Any **insured** using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
- 7. Any **insured** while maintaining or using any vehicle in any **business** of that **insured**. This exclusion (A.7.) does not apply to an auto operated or **occupied** by you.
- 8. Any **insured** while using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to a **family member** using **your covered auto**.
- 9. a. **Bodily injury** or **property damage** for which any **insured**:
 - (1) is an **insured** under a nuclear energy liability policy; or
 - (2) would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- b. A nuclear energy liability policy is a policy issued by any of the following or their successors:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters; or
 - (3) Nuclear Insurance Association of Canada.
- 10. **Punitive** or **exemplary damages** awarded against an **insured**.
- 11. **Bodily injury** or **property damage** arising out of the use of **your covered auto** while leased or rented to others. However, this exclusion does not apply to the operation of **your covered auto** by you or a **family member**.
- 12. **Bodily injury** or **property damage** arising out of a criminal act or omission of the **insured**. This exclusion applies regardless of whether that **insured** is actually charged with, or convicted of, a crime. However, this exclusion (12.) does not apply to traffic violations.

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

1. **a.** Any vehicle which:
 - (1) has fewer than four wheels; or
 - (2) is designed mainly for use off public roads; or
 - (3) is a vehicle not licensed for use on public roads.
- b.** This exclusion does not apply:
 - (1) while such vehicle is being used by an **insured** in a medical emergency; or
 - (2) to any **trailer**.
2. Any vehicle, other than **your covered auto**, which is owned by you.
3. Any vehicle, other than **your covered auto**, which is owned by any **family member**. However, this exclusion (**B.3.**) does not apply to you while you are maintaining or **occupying** any vehicle which is owned by a **family member**.
4. Any vehicle while it is:
 - a.** operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b.** participating in a high performance driving or racing instruction course or school; or
 - c.** preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

LIMIT OF LIABILITY

A. If the Declarations indicate “per person”/“per accident” coverage:

The limit of liability shown in the Declarations for “each person” for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for “each person,” the limit of liability shown in the Declarations for “each accident” for Bodily Injury Liability is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

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

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

1. **Insureds;**
2. Claims made;
3. Premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

B. If the Declarations indicate **Combined Single Limit** applies:

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. **Insureds;**
2. Claims made;
3. Premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **B** — Medical Payments Coverage or Part **C** — Uninsured Motorists Coverage or any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required **minimum limits** and types of coverage.

B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance available any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance.

However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance providing coverage on a primary basis. A vehicle you do not own includes any vehicle loaned to you by a person, firm or corporation engaged in the **business** of selling, repairing or servicing motor vehicles and such vehicle is used by any **insured**:

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

PART B — MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

A. We will pay the **usual and customary charges** incurred for reasonable and necessary medical and funeral expenses because of **bodily injury**:

1. Caused by accident; and
2. Sustained by an **insured**.

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

We have a right to review medical expenses and services to determine if they are reasonable and necessary for the **bodily injury** sustained.

B. **“Insured”** as used in this Part B — Medical Payments Coverage means:

1. You:
 - a. while **occupying**; or
 - b. as a pedestrian or bicyclist when struck by;

a motor vehicle designed for use mainly on public roads or a **trailer** of any type.
2. Any other person while **occupying your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.

C. **“Usual and customary charges”** as used in this Part B — Medical Payments Coverage mean:

Any amount which we determine represents a customary charge for services in the geographic area in which the service is rendered. To determine whether a charge is customary, we may consider outside sources of information of our choice, including, but not limited to:

1. Licensed, certified or registered health care professionals;

2. Medical examination;
3. Medical file reviews;
4. Medical bill review services; or
5. Computerized data bases.

The **insured** shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while occupying any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured’s business**.
4. Sustained while **occupying** any vehicle located for use as a residence or premises.
5. Occurring during the course of employment if workers compensation benefits are required or available for the **bodily injury**.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is owned by you.
7. Sustained while **occupying** a vehicle without either the express or implied permission of the owner or other person

- having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to a **family member** using **your covered auto**.
8. Sustained while **occupying** any vehicle used in the **business** of that **insured**. This exclusion **(8.)** does not apply to a vehicle operated or **occupied** by you.
 9. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
 10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
 11. Sustained while **occupying** any vehicle while it is:
 - a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
 12. Caused by the actual, alleged or threatened presence, growth, proliferation or spread of **fungi** or bacteria.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. **Insureds**;
 2. Claims made;
 3. Premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** — Liability Coverage or Part **C** — Uninsured Motorists Coverage or any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance available any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.

PART C — UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by that **insured**.

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

No judgment for damages arising out of the suit brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

1. Received reasonable notice of the pendency of the suit resulting in the judgment; and

2. Had a reasonable opportunity to protect our interests in the suit.
- B. "**Accident**" as used in this coverage means a sudden impact of one or more motor vehicles while being used as motor vehicles resulting in bodily injury neither expected nor intended by the "insured".
- C. "**Insured**" as used in this Part **C** — Uninsured Motorists Coverage 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** with your express or implied

permission. The actual use must be within the scope of that permission.

5. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in **C.1., C.2., C.3.** or **C.4.** above.
- D. "Uninsured motor vehicle"** means a land motor vehicle or **trailer** of any type:
1. To which no bodily injury liability bond or policy applies at the time of the **accident**.
 2. To which a bodily injury liability bond or policy applies at the time of the **accident** if its limit for bodily injury liability is less than the **minimum limit** for bodily injury liability specified by the Missouri Financial Responsibility Law.
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an **accident** resulting in **bodily injury** without hitting:
 - a. you;
 - b. a vehicle which you are **occupying**; or
 - c. **your covered auto**.

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

4. To which a bodily injury liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.

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

1. Owned by or furnished or available for the regular use of you or any **family member** to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by a **family member** who does not own an auto, while **occupying**, or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:
 1. If that **insured** or the legal representative 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 to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
 2. While **occupying your covered auto** when it is being used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the **minimum limits** specified by the Missouri Motor Vehicle Financial Responsibility Law. This exclusion (**B.2.**) does not apply to a share-the-expense car pool.
 3. While using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation to the extent that the limits of liability for this coverage exceed the **minimum limits** specified by the Missouri Motor Vehicle Financial Responsibility Law. This exclusion does not apply to delivery that is incidental to an **insured's business**.
 4. While using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to you or any **family member** using **your covered auto**.
 5. While using any vehicle while it is:
 - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or

- (2) speed, performance, stunt, or demolition contest or exhibition.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers compensation law; or
 - 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for **punitive or exemplary damages**.

LIMIT OF LIABILITY

- A. If **bodily injury** is sustained in an **accident** by you or any **family member**:
 - 1. Our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), 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 for “each person” for Uninsured Motorists Coverage;
 - 2. Subject to the maximum limit for “each person”, 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 for each **accident** for Uninsured Motorists Coverage;
 - 3. Subject to the maximum limits of liability set forth in 1. and 2. above:
 - a. the most we will pay for **bodily injury** sustained in such **accident** by an **insured** other than you or any family member is that **insured’s** pro rata share of the “each person” or “each **accident**” limit of liability for this coverage shown in the Declarations applicable to the vehicle that **insured** was **occupying** at the time of the **accident**; and
 - b. you or any **family member** who sustains **bodily injury** in such **accident** will also be entitled to a pro rata share of the “each person” or “each **accident**” limit described in paragraph 3.a. above.

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

The maximum limit of liability is the most we will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made; or
- 3. Vehicles involved in the **accident**.

- B. If **bodily injury** is sustained by any **insured** other than you or any **family member** in an

accident in which neither you nor any **family member** sustained **bodily injury** the limit of liability shown in the Declarations for “each person” for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any such **accident**.

Subject to this limit for “each person”, the limit of liability shown in the Declarations for “each **accident**” for Uninsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any such **accident**. This is the most we will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the **accident**.

- C. If the Declarations indicates that Combined Single Limit applies to Uninsured Motorists Coverage, then Paragraphs **A.** and **B.** of the Limit Of Liability Provision for Uninsured Motorists Coverage are replaced by **C.1.** and **C.2.** as follows:

- 1. If **bodily injury** is sustained in an **accident** by you or any **family member**, our maximum limit of liability for all damages in any such **accident** is the sum of the limits of liability for Uninsured Motorists Coverage shown in the Declarations applicable to each vehicle. Subject to this maximum limit of liability for all damages:
 - a. The most we will pay for **bodily injury** sustained in such **accident** by an **insured** other than you or any **family member** is that **insured’s** pro rata share of the limit shown in the Declarations applicable to the vehicle that **insured** was **occupying** at the same time of the **accident**; and
 - b. You or any **family member** who sustains **bodily injury** in such **accident** will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

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

The maximum limit of liability is the most we will pay regardless of the number of:

- a. **Insureds**;
- b. Claims made; or

- c. Vehicles involved in the **accident**.
 - 2. If **bodily injury** is sustained by any **insured** other than you or any **family member** in an **accident** in which neither you nor any **family member** sustained **bodily injury**, the limit of liability shown in the Declarations 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 resulting from any such **accident**.
- This is the most we will pay regardless of the number of:
- a. **Insureds**;
 - b. Claims made;
 - c. Vehicles or premiums shown in the Declarations; or
 - d. Vehicles involved in the **accident**.
- D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part **A** — Liability Coverage of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
 - E. 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** — Liability Coverage but does not include any amounts paid or payable under:
 - 1. Part **B** — Medical Payments Coverage; or
 - 2. Any workers compensation law, disability benefits law or similar law.

- F. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an **accident** involving a vehicle which has an attached **trailer**.

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 under this Part **C** — Uninsured Motorists Coverage of the policy:

- 1. 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.
- 2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any collectible insurance providing coverage on a primary basis.
- 3. If the coverage under this policy is provided:
 - a. 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.
 - b. 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.

PART E — DUTIES AFTER AN ACCIDENT OR LOSS

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

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.

- 3. Submit, as often as we reasonably require:
 - a. to physical examinations by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same. We may examine any **insured** separately and apart from the presence of any other **insured**.
- 4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.

- 5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:
 - 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.

PART F — GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
 - 1. During the policy period as shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy period is the period stated in the Declarations. The policy may be renewed for successive policy periods if the required premium is paid and accepted by us on or before the expiration of the current policy period. The premium will be computed at our then current rate for coverage then offered.
- C. 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.

BANKRUPTCY

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

CHANGES

- A. This policy, your Declarations page and endorsements issued by us contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. The premium for your policy 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 and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:
 - 1. The number, type or use classification of insured vehicles;

- 2. Operators using insured vehicles including newly licensed **family member** drivers and any household members that have licenses must be disclosed to us.
- 3. The location where your vehicle is principally garaged;
- 4. Customized equipment or parts.

You also agree to disclose all licensed drivers residing in your household.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph **(C.)** does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - 1. A subsequent edition of your policy; or
 - 2. An Amendatory Endorsement.
- D. Additional or return premium of \$3.00 or less resulting from policy changes will be waived.

PAYMENT OF PREMIUM

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, 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 if the check, draft, or remittance had been honored upon presentment.

FRAUD

This policy was issued in reliance upon the information provided on your application. We may void this policy if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an **insured** have concealed or misrepresented any material fact or circumstance,

or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim other than third party claims described below.

This provision applies only in excess of the minimum limits required under the Missouri Motor Vehicle Financial Responsibility law for third parties legally entitled to recover damages under Part **A** — Liability Coverage of the policy.

LEGAL ACTION AGAINST US

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A** — Liability Coverage, no legal action may be brought against us until:
 - 1. We agree in writing that the **insured** has a legal obligation to pay damages; 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 legal 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 person, entity or organization we shall be subrogated to that right. That person shall:
 - 1. Do whatever is necessary to enable us to exercise our rights; and
 - 2. Do nothing after loss to prejudice them.

However, our rights under this Paragraph **(A.)** does not apply to Part **B** — Medical Payments Coverage of this policy.

- 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.

- C.**
 - 1. Our rights do not apply under paragraph **A.** with respect to Underinsured Motorists Coverage if we:
 - a.** Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
 - b.** Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
 - 2. If we advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a.** That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b.** We also have a right to recover the advanced payment.

TERMINATION

A. Cancellation. This policy may be canceled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a.** returning this policy to us; or
 - b.** giving us advance written or verbal notice of the date cancellation is to take effect. We may waive the requirement the notice be in writing by confirming the date and time of cancellation to you in writing.
- 2. We may cancel by mailing to the named insured shown in the Declarations at the address last known to us:
 - a.** at least 10 days notice:
 - (1)** if cancellation is for nonpayment of premium; or
 - (2)** if notice is mailed during the first 60 days this policy is in effect and this is not a renewal policy; or
 - b.** at least 30 days notice by United States Post Office certificate of mailing in all other cases.
- 3. After this policy is in effect for 60 days, or if this is a renewal policy, we will cancel only:
 - a.** for nonpayment of premium; or
 - b.** if your driver's license has been suspended or revoked during the policy period.

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

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

Coverage for **your covered auto** shall automatically terminate on the effective date of any other motor vehicle insurance policy covering that vehicle.

D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued or renewed:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice; or
 - c. modifies any of the stated termination reasons;

we will comply with those requirements.
2. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is canceled, 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.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

LOSS PAYABLE CLAUSE

As to the interest of the loss payee, this policy will remain in effect from the inception date and until ten days after cancellation notice is received by the loss payee. When we pay the loss payee we shall, to the extent of payment, have the loss payee's rights of recovery.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of any **insured**, or where the

loss is otherwise not covered under the terms of the policy, the loss payee or lienholder's interest will not be protected.

STORAGE COSTS

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

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.

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

1. Claims covered by the Association do not include a claim by or against an **insured** of an insolvent insurer, if that **insured** has a net worth of more than \$25 million on the later of the end of the **insured's** most recent fiscal year or the December thirty first of the year next preceding the date the insurer becomes insolvent; provided that an **insured's** net worth on such date shall be deemed to include the aggregate net worth of the **insured** and all of its affiliates as calculated on a consolidated basis.
2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

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

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

ADDITIONAL COVERAGES

AGREEMENT: WE WILL PROVIDE THE INSURANCE DESCRIBED IN EACH OF THE FOLLOWING ADDITIONAL COVERAGES ONLY IF INDICATED IN THE DECLARATIONS.

UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:

1. Sustained by that **insured**; and
2. Caused by an accident.

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

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

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and we:
 - a. have been given prompt written notice of such tentative settlement; and
 - b. advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. "**Insured**" as used in this coverage means:

1. You.
2. Any other person **occupying your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.

C. "**Underinsured motor vehicle**" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for **bodily injury** 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 equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the Missouri financial responsibility law.

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

EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for **bodily injury** sustained:

1. By an **insured** while **occupying**, or when struck by, any motor vehicle owned by that **insured** which is not insured for this coverage under this policy. 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 which is insured for this coverage on a primary basis under any other policy.

B. We do not provide Underinsured Motorists Coverage for **bodily injury** sustained by any **insured**:

1. If that **insured** or the legal representative settles the **bodily injury** claim without our consent.
2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion (**B.2.**) does not apply to a share-the-expense car pool.
3. While using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
4. While using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to

you or any **family member** using **your covered auto**.

5. While using any vehicle while it is:
 - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (d) race activity; or
 - (e) speed, performance, stunt, or demolition contest or exhibition.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers compensation law; or
 2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for **punitive or exemplary damages**.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for "each person" for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one accident.

Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for Underinsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident.

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

1. **Insureds;**
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

If more than one vehicle is insured under this policy, or if more than one policy issued to the insured applies to the same accident, the limits applicable to Underinsured Motorists Coverage may not be stacked.

- B. If Combined Single Limit Underinsured Motorists Coverage applies Paragraph **A.** is replaced by the following:

The limit of liability shown in the Declarations for Underinsured Motorists Coverage is our maximum limit of liability for all damages because of **bodily injury** resulting from any one accident. This is the most we will pay regardless of the number of:

1. **Insureds;**
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

If more than one vehicle is insured under this policy, or if more than one policy issued to the insured applies to the same accident, the limits applicable to Underinsured Motorists Coverage may not be stacked.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** — Liability Coverage, Part **B** — Medical Payments Coverage and Part **C** — 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.
- 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.
- F. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OTHER INSURANCE

If there is other applicable underinsured motorist insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of underinsured motorist coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing underinsured motorist coverage on either a primary or excess basis.
2. Any underinsured motorist insurance we provide with respect to a vehicle you do not own shall be excess over any collectible underinsured motorist insurance providing coverage on a primary basis. However, the maximum limit of our liability shall not exceed the highest limit applicable to any one auto.
3. If the underinsured motorist coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing underinsured motorist coverage on a primary basis. Our share is the proportion that our underinsured motorist limit of liability bears to the total of all applicable underinsured motorist limits of liability for coverage provided on a primary basis.
- b. On an excess basis, we will pay only our share of the loss that must be paid under underinsured motorists insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability for underinsured motorists coverage bears to the total of all applicable limits of liability for underinsured

motorist coverage provided on an excess basis.

ADDITIONAL DUTIES

A person seeking Underinsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**.