

Auto Policy Coverage Endorsement

Your policy is amended as follows:

1. General Definitions

The definition of “you” and “your” is deleted and replaced by the following:

“You” and “your” mean:

- a. a person shown as a named insured on the **declarations page**; and
- b. the spouse of a named insured if residing in the same household at the time of the loss.

2. Part I - Liability To Others

- a. The **INSURING AGREEMENT** is deleted and replaced by the following:

INSURING AGREEMENT

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part I, if **you** pay the premium for this coverage and coverage under this Part I applies, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an accident.

Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, at **our** option, any claim for damages covered by this Part I.

- b. **EXCLUSION 17** is deleted and replaced by the following:

17. **bodily injury** or **property damage** caused by, or reasonably expected to result from, a criminal act or omission of that **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

- c. The **LIMITS OF LIABILITY** provision is deleted and replaced by the following:

LIMITS OF LIABILITY

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part I, the limit of liability shown on the **declarations page** for Liability Coverage is the most **we** will pay regardless of the number of:

1. policies issued by **us**;
2. claims made;
3. **covered autos**;
4. **insured persons**;
5. lawsuits brought;
6. vehicles involved in the accident; or
7. premiums paid.

In no event shall the limit of liability be multiplied, added to itself, or combined or stacked with itself.

If **your declarations page** shows a split limit:

1. subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations and applicable reductions described in this Part I, the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person resulting from any one accident;
2. subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part I, and subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part I, the amount shown for "property damage" is the most **we** will pay for the total of all **property damage** resulting from any one accident.

The "each person" limit of liability applies to the total of all claims made for **bodily injury** to a person and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that "combined single limit" or "CSL" applies, subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part I, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

No one is entitled to duplicate payments for the same elements of damages.

Any payment to a person under this Part I will be reduced by any payment to that person under Part III (A) - Uninsured Motorist Coverage or Part III (B) - Underinsured Motorist Coverage. The limits of liability under this Part I will not be reduced below the minimum limits required under the Missouri Motor Vehicle Financial Responsibility Law.

If multiple auto policies issued by **us** are in effect for **you**, subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part I, **we** will pay no more than the highest limit of liability for this coverage available under any one policy. In no event shall the limit of liability of two or more auto policies issued by **us** be added, combined, or stacked together.

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

- d. The **OTHER INSURANCE** provision is deleted and replaced by the following:

OTHER LIABILITY INSURANCE, SELF-INSURANCE, OR BOND

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part I, if any insurance **we** provide in accordance with the terms of this

Part I is applicable and any other insurance from another insurer, any self-insurance or any bond also applies, any insurance **we** provide will be excess over any other collectible liability insurance from another insurer, any self-insurance, or any bond. If this policy and one or more policies from another insurer, self-insurer or bond provider also apply on an excess basis, **we** will pay only **our** share of the damages. **Our** share is the proportion **our** limit of liability bears to the total of all applicable liability insurance limits from all applicable policies.

3. Part II - Medical Payments Coverage

- a. The **INSURING AGREEMENT** is deleted and replaced by the following:

INSURING AGREEMENT

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part II, if **you** pay the premium for this coverage and coverage under this Part II applies, **we** will pay the reasonable expenses incurred for necessary **medical services** received within three years from the date of a **motor vehicle** accident because of **bodily injury**:

1. sustained by an **insured person**; and
2. caused by that **motor vehicle** accident.

We, or someone on **our** behalf, will determine:

1. whether the expenses for **medical services** are reasonable; and
2. whether the **medical services** are necessary.

- b. **Exclusion 15** is deleted and replaced by the following:

15. caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

- c. The **LIMITS OF LIABILITY** provision is deleted and replaced by the following:

LIMITS OF LIABILITY

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part II, the limit of liability shown on the **declarations page** for Medical Payments Coverage is the most **we** will pay for each **insured person** injured in any one accident, regardless of the number of:

1. policies issued by **us**;
2. claims made;
3. **covered autos**;
4. **insured persons**;
5. lawsuits brought;
6. vehicles involved in the accident; or
7. premiums paid.

In no event shall the limit of liability be multiplied, added to itself, or combined or stacked with itself.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Any amount payable to an **insured person** under this Part II will be reduced by any amount paid or payable for the same expense under Part I - Liability To Others or Part III (B) - Underinsured Motorist Coverage.

If multiple auto policies issued by **us** are in effect for **you**, subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part II, **we** will pay no more than the highest limit of liability for this coverage available under any one policy. In no event shall the limit of liability of two or more auto policies issued by **us** be added, combined, or stacked together.

- d. The **OTHER INSURANCE** provision is deleted and replaced by the following:

OTHER MEDICAL PAYMENTS COVERAGE

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part II, if any insurance **we** provide in accordance with the terms of this Part II is applicable and any other **auto** insurance from another insurer providing payments for **medical services** also applies, any insurance **we** provide will be excess over any other collectible **auto** insurance from another insurer providing payments for **medical services**. If this policy and one or more policies from another insurer apply on an excess basis, **we** will pay only **our** share of the damages. **Our** share is the proportion **our** limit of liability bears to the total of all applicable limits from all applicable policies.

4. **PART III (A) - Uninsured Motorist Coverage**

- a. The **INSURING AGREEMENT** is deleted and replaced by the following:

INSURING AGREEMENT

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (A), if **you** pay the premium for this coverage and coverage under this Part III (A) applies, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. sustained by that **insured person**; and
2. arising out of the ownership, maintenance, or use of an **uninsured motor vehicle**.

Under this Part III (A), when the **bodily injury** is caused by an accident, the most **we** will pay is the limits of liability shown on the **declarations page**. When the **bodily injury** is not caused by an accident, the most **we** will pay is the minimum limits required by the Missouri Motor Vehicle Financial Responsibility Law.

Any judgment or settlement for damages against an owner or operator of an **uninsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

- b. **ADDITIONAL DEFINITIONS**

The definition of "**insured person**" in the **ADDITIONAL DEFINITIONS** provision is deleted and replaced by the following:

1. "**Insured person**" means:
 - (a) **you** or a **relative**;
 - (b) any person **occupying** a **covered auto** with the permission of **you** or a **relative**; and

- (c) any person who is entitled to recover damages covered by this Part III (A) because of **bodily injury** sustained by a person described in (a) or (b) above.

c. The **LIMITS OF LIABILITY** provision is deleted and replaced by the following:

LIMITS OF LIABILITY

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (A), when the bodily injury is caused by an accident, the limit of liability shown on the **declarations page** for Uninsured Motorist Coverage is the most **we** will pay regardless of the number of:

1. policies issued by **us**;
2. claims made;
3. **insured persons**;
4. lawsuits brought; or
5. vehicles involved in the accident.

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (A), when the **bodily injury** is not caused by an accident, the most **we** will pay is the minimum limits required by the Missouri Motor Vehicle Financial Responsibility Law regardless of the number of:

1. policies issued by **us**;
2. claims made;
3. **insured persons**;
4. lawsuits brought; or
5. vehicles involved in the accident.

In no event shall the limit of liability be multiplied, added to itself, or combined or stacked with itself on the basis of the preceding items numbered 1 through 5 to determine the limit of liability available for any one accident with respect to **you** or a **relative**. In no event shall the limit of liability be multiplied, added to itself, or combined or stacked with itself on any basis to determine the limits of liability available for any one accident with respect to **insured persons** other than **you** or a **relative**.

If **your declarations page** shows a split limit:

1. subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (A), the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person; and
2. subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (A), and subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident.

The "each person" limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that “combined single limit” or “CSL” applies, subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (A), the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The limits of liability under this Part III (A) will be reduced by all sums paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part I - Liability To Others.

The limits of liability under this Part III (A) will not be reduced by any sums:

1. paid or payable under Part II - Medical Payments Coverage; or
2. paid or payable because of **bodily injury** under any of the following or similar laws:
 - a. workers’ compensation law; or
 - b. disability benefits law.

Any payment made to a person under this Part III (A) will reduce any amount that the person is entitled to recover under Part I - Liability To Others.

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

If multiple auto policies issued by **us** are in effect for **you**, subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (A), **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

- d. The **OTHER INSURANCE** provision is deleted and replaced by the following:

OTHER UNINSURED MOTORIST COVERAGE

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (A), if any insurance **we** provide in accordance with the terms of this Part III (A) is applicable and any other uninsured motorist coverage from another insurer also applies, any insurance **we** provide will be excess over any other collectible uninsured motorist coverage from another insurer. If this policy and one or more policies from another insurer apply on an excess basis, **we** will pay only **our** share of the damages. **Our** share is the proportion **our** limit of liability bears to the total of all applicable uninsured motorist coverage limits from all applicable policies.

5. **PART III (B) - Underinsured Motorist Coverage**

- a. The **INSURING AGREEMENT** is deleted and replaced by the following:

INSURING AGREEMENT

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (B), if **you** pay the premium for this coverage and coverage under

this Part III (B) applies, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:

1. sustained by that **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**.

As described on the **declarations page**, the total of all sums paid or payable from all bodily injury liability bonds or policies applicable at the time of the accident is used in determining the limit of liability for Underinsured Motorist Coverage. If any Underinsured Motorist Limit calculation described on the **declarations page** yields an outcome of zero or a negative number, coverage under this Part III (B) will not apply. Therefore, **we** will not make any payments under this Part III (B) until after:

1. the limits of liability under all bodily injury liability bonds and policies applicable at the time of the accident have been exhausted by payment of judgments or settlements; and
2. **we** have determined:
 - a. that coverage applies under this Part III (B); and
 - b. the limit of liability applicable under this Part III (B).

Any judgment or settlement for damages against an owner or operator of an **underinsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

- b. The **ADDITIONAL DEFINITIONS** section is deleted and replaced by the following:

ADDITIONAL DEFINITIONS

When used in this Part III (B):

1. "**Insured person**" means:
 - (a) **you** or a **relative**:
 - (i) while **occupying** an **auto**; or
 - (ii) when struck by a motor vehicle or a trailer while not **occupying** a self-propelled motorized vehicle;
 - (b) any person **occupying** a **covered auto** with the permission of **you** or a **relative**; and
 - (c) any person who is entitled to recover damages covered by this Part III (B) because of **bodily injury** sustained by a person described in (a) or (b) above.
2. "**Underinsured motor vehicle**" means a land motor vehicle or trailer of any type for which the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident is less than whichever of the following is shown on the **declarations page** for Underinsured Motorist Coverage:
 - (a) the "Each Person Dollar Amount" to be used in determining the "Underinsured Motorist Limit - Each Person"; or
 - (b) the "Single Dollar Amount" to be used in determining the "Underinsured Motorist Limit - Combined Single Limit".

An "**underinsured motor vehicle**" does not include any vehicle or equipment:

- (a) owned by **you** or a **relative** or furnished or available for the regular use of **you** or a **relative**;
- (b) owned by any governmental unit or agency;
- (c) operated on rails or crawler treads;
- (d) designed mainly for use off public roads, while not on public roads;
- (e) while located for use as a residence or premises;
- (f) that is a **covered auto**; or
- (g) that is an **uninsured motor vehicle** under Part III (A).

- c. The **LIMITS OF LIABILITY** section is deleted and replaced by the following:

LIMITS OF LIABILITY

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations, and applicable reductions described in this Part III (B), the limit of liability described on the **declarations page** for Underinsured Motorist Coverage is the most we will pay regardless of the number of:

1. policies issued by **us**;
2. claims made;
3. **covered autos**;
4. **insured persons**;
5. lawsuits brought;
6. vehicles involved in the accident; or
7. premiums paid.

In no event shall the limit of liability be multiplied, added to itself, or combined or stacked with itself.

If **your declarations page** describes an Underinsured Motorist Limit - Each Person and an Underinsured Motorist Limit - Each Accident:

1. subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, and limitations, described in this Part III (B), the Underinsured Motorist Limit - Each Person described on the **declarations page** is the most **we** will pay for all damages due to **bodily injury** to one person; and
2. subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, and limitations described in this Part III (B), and subject to the Underinsured Motorist Limit - Each Person, the Underinsured Motorist Limit - Each Accident described on the **declarations page** is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident.

The "Underinsured Motorist Limit - Each Person" limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If **your declarations page** describes an Underinsured Motorist Limit - Combined Single Limit, subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of the Part VII - General Provisions, and to all the terms, conditions, exclusions, and limitations described in this Part III (B), the Underinsured Motorist Limit - Combined Single Limit described on the **declarations page** is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

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

If multiple auto policies issued by **us** are in effect for **you**, subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, and limitations described in this Part III (B), **we** will pay no more than the highest limit of liability for Underinsured Motorist Coverage under any policy issued by **us**. In no event shall the limit of liability of two or more auto policies issued by **us** be added, combined, or stacked together.

- d. The **OTHER INSURANCE** provision is deleted and replaced by the following:

OTHER UNDERINSURED MOTORIST COVERAGE

Subject to the General Definitions, to all the terms, conditions, and limitations of Part VI - Duties In Case Of An Accident Or Loss, to all the terms, conditions, and limitations of Part VII - General Provisions, and to all the terms, conditions, exclusions, limitations and reductions to the limit of liability described in this Part III (B), if any insurance **we** provide in accordance with the terms of this Part III (B) is applicable and any other underinsured motorist coverage from another insurer also applies, any insurance **we** provide will be excess over any other collectible underinsured motorist coverage from another insurer. If this policy and one or more policies from another insurer apply on an excess basis, **we** will pay only **our** share of the damages. **Our** share is the proportion **our** limit of liability bears to the total of all applicable underinsured motorist coverage limits from all applicable policies.

6. **Part IV - Damage To A Vehicle**

- a. The **INSURING AGREEMENT - RENTAL REIMBURSEMENT COVERAGE** is deleted and replaced by the following:

INSURING AGREEMENT - RENTAL REIMBURSEMENT COVERAGE

We will reimburse rental charges incurred when **you** rent an **auto** from a rental agency or auto repair shop due to a loss to a **covered auto** for which Rental Reimbursement Coverage has been purchased. This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **covered auto** and the loss is covered under one of those coverages.

Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

This coverage is limited to the each day limit shown on the **declarations page** for a maximum of 30 days.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses will apply.

Rental charges will be reimbursed beginning:

1. when the **covered auto** cannot be driven due to a loss; or
2. if the **covered auto** can be driven, when **you** deliver the **covered auto** to an auto repair shop or one of **our** Claims Service Centers for repairs due to the loss;

and ending the earliest of:

1. when the **covered auto** has been returned to **you**;
2. when the **covered auto** has been repaired;
3. when the **covered auto** has been replaced;
4. 72 hours after **we** make an offer to settle the loss if the **covered auto** is deemed by **us** to be a total loss; or
5. when **you** incur 30 days worth of rental charges.

You must provide **us** written proof of **your** rental charges to be reimbursed.

- b. **Exclusion 13** is deleted and replaced by the following:

13. to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of **you**, a **relative**, or the owner of a **non-owned auto**. This exclusion applies regardless of whether **you**, the **relative**, or the owner of the **non-owned auto** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

- c. Subsection 2 of the **Limits of Liability** is deleted and replaced by the following:
2. Payments for loss to a **covered auto, non-owned auto, or custom parts or equipment** are subject to the following provisions:
 - a. If coverage applies to a **non-owned auto, we** will provide the broadest coverage applicable to any **covered auto** shown on the **declarations page**.
 - b. If **you** have elected a Stated Amount for a **covered auto**, the Stated Amount is the most **we** will pay for all loss to that **covered auto**, including its **custom parts or equipment**.
 - c. Coverage for **custom parts or equipment** will not cause **our** limit of liability for loss to an **auto** under this Part IV to be increased to an amount in excess of the actual cash value of the **auto**, including its **custom parts or equipment**.
 - d. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) will not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
 - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
 - (a) original manufacturer parts or equipment; and
 - (b) nonoriginal manufacturer parts or equipment.
 - e. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1, the total cost of necessary repair or replacement may be reduced by unrepaired prior damage. Unrepaired prior damage includes broken, cracked, or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts, and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss.
 - f. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1, an adjustment may be made for betterment or depreciation and physical condition on:
 - (i) batteries;
 - (ii) tires;
 - (iii) engines and transmissions, if the engine has greater than 80,000 miles; and
 - (iv) any other **mechanical parts** that are nonfunctioning or inoperative.

We will not make an adjustment for the labor costs associated with the replacement or repair of these parts.
 - g. The actual cash value is determined by the market value, age, and condition of the vehicle at the time the loss occurs.
- d. The **LIENHOLDER AGREEMENT** is deleted and replaced by the following:

LOSS PAYABLE CLAUSE

Payment under this Part IV for a loss to a **covered auto** will be made according to **your** interest and the interest of any lienholder shown on the **declarations page** or designated by **you**. At **our** option, payment may be made to both jointly, or to either separately. Either way, **we** will protect the interest of both. However, if the **covered auto** is not a total loss, **we** may make payment to **you** and the repairer of the **auto**.

Protection of the lienholder's financial interest will not be affected by any act or omission by any person entitled to coverage under this policy. However, protection under this clause does not apply:

1. in any case of conversion, embezzlement, secretion, or willful damaging or destruction, of the **covered auto** by or at the direction of **you, a relative, or the owner of the covered auto**; or
2. to any loss caused by, or reasonably expected to result from, a criminal act or omission of **you, a relative, or the owner of the covered auto**. This applies regardless of whether **you, the relative, or the owner of the covered auto** is actually charged with, or convicted of, a crime.

If this policy is cancelled, nonrenewed, or voided, the interest of any lienholder under this agreement will also terminate.

When **we** make payment to a lienholder for loss under this policy, **we** will be subrogated to the rights of the party **we** pay, to the extent of **our** payment. When **we** pay a lienholder for a loss for which **you** are not covered, **we** are entitled to the lienholder's right of recovery against **you** to the extent of **our** payment. **Our** right to subrogation will not impair the lienholder's right to recover the full amount of its claim.

7. Part VII - General Provisions

- a. Our **Rights To Recover Payment** provision is deleted and replaced by the following:

OUR RIGHTS TO RECOVER PAYMENT

We are entitled to the rights of recovery that the insured person to whom payment was made has against another, to the extent of **our** payment. That insured person may be required to sign documents related to the recovery and must do whatever else **we** require to help **us** exercise those recovery rights, and do nothing after an accident or loss to prejudice those rights.

In the event of any payment under Part III (B) – Underinsured Motorist Coverage, **we** are entitled to all the rights of recovery that the insured person has against another after a judgment has been rendered by a court of law. An insured person in favor of whom such a judgment has been rendered shall assign the judgment to **us** to the extent of **our** payment to that insured person.

When an insured person has been paid by **us** and also recovers from another, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment. If **we** are not reimbursed, **we** may pursue recovery of that amount directly against that insured person.

If an insured person recovers from another without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

If **we** elect to exercise **our** rights of recovery against another, **we** will also attempt to recover any deductible incurred by an insured person under this policy unless **we** are specifically instructed by that person not to pursue the deductible. **We** have no obligation to pursue recovery against another for any loss not covered by this policy.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. **We** reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible based on the proportion that the actual recovery bears to the total of **our** payment and the deductible. A proportionate share of collection expenses and attorney fees incurred in connection with these recovery efforts will also reduce reimbursement of the deductible.

These provisions will be applied in accordance with state law.

All other terms, limits and provisions of this policy remain unchanged.