

**State:** Missouri **Filing Company:** Shelter Mutual Insurance Company  
**TOI/Sub-TOI:** 19.0 Personal Auto/19.0000 Personal Auto Combinations  
**Product Name:** PPA  
**Project Name/Number:** Aufranc/

### Filing at a Glance

Company: Shelter Mutual Insurance Company  
 Product Name: PPA  
 State: Missouri  
 TOI: 19.0 Personal Auto  
 Sub-TOI: 19.0000 Personal Auto Combinations  
 Filing Type: Form  
 Date Submitted: 03/21/2011  
 SERFF Tr Num: SHEL-127084179  
 SERFF Status: Closed-REVIEWED  
 State Tr Num:  
 State Status: REVIEWED  
 Co Tr Num: 24M02111  
 Effective Date: 07/24/2011  
 Requested (New):  
 Effective Date: 07/24/2011  
 Requested (Renewal):  
 Author(s): Brian Marcks  
 Reviewer(s): Karen Rimel (primary)  
 Disposition Date: 04/26/2011  
 Disposition Status: REVIEWED  
 Effective Date (New): 07/24/2011  
 Effective Date (Renewal): 07/24/2011

State Filing Description:

Policy on file with DIERP

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**Project Name/Number:** Aufranc/

### General Information

Project Name: Aufranc Status of Filing in Domicile:  
 Project Number: Domicile Status Comments:  
 Reference Organization: Reference Number:  
 Reference Title: Advisory Org. Circular:  
 Filing Status Changed: 04/26/2011  
 State Status Changed: 04/26/2011 Deemer Date:  
 Created By: Brian Marcks Submitted By: Brian Marcks  
 Corresponding Filing Tracking Number:  
 State TOI: 19.0 Personal Auto State Sub-TOI: 19.0000 Personal Auto Combinations

**Filing Description:**

The purpose of this filing is to update our automobile policy and various policy endorsements. The changes made to the policy are designed both to conform to the requirements of Missouri law and to clarify provisions that remain substantively unchanged. The changes made to the endorsements follow the revisions made to the policy.

Note: An identical filing (with the exception of one form - M-1749-M, Mutual Policy Notification) has been submitted simultaneously for Shelter General.

### Company and Contact

**Filing Contact Information**

Brian Marcks, Coordinator of Insurance BCMarcks@shelterinsurance.com  
 Department Affairs  
 1817 West Broadway 573-214-4165 [Phone]  
 Columbia, MO 65218 573-446-7317 [FAX]

**Filing Company Information**

Shelter Mutual Insurance CoCode: 23388 State of Domicile: Missouri  
 Company Group Code: Company Type:  
 1817 West Broadway Group Name: State ID Number:  
 Columbia, MO 65218 FEIN Number: 43-0613000  
 (573) 445-8441 ext. [Phone]

### Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No

Fee Explanation:

### State Specific

NAIC Number: 23388  
 Have you reviewed the General Instructions document? (yes/no)(General Instructions updated 9/14/07): Yes  
 If this is a rate filing, was rate data added on the rate/rule schedule? (yes/no): No (form filing)

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## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	REVIEWED 04/26/2011	Automobile Insurance Policy	A-24-A		PCF	Replaced	Previous Filing Number: Replaced Form Number: A-20.8-A	0.000	A-24-A.pdf
2	REVIEWED 04/26/2011	Amendatory Endorsement -- Business Use Exclusion	A-513.4-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-513.3-A	0.000	A-513.4-A.pdf
3	REVIEWED 04/26/2011	Chassis, Cab and Bed Endorsement	A-548.2-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-548.1-A	0.000	A-548.2-A.pdf
4	REVIEWED 04/26/2011	Collision and Comprehensive Maximum Limit Endorsement	A-549.6-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-549.5-A	0.000	A-549.6-A.pdf
5	REVIEWED 04/26/2011	Additional Insured(s) Under Written Lease Endorsement	A-602.7-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-602.5-A	0.000	A-602.7-A.pdf
6	REVIEWED 04/26/2011	Additional Interest(s) Liability Endorsement	A-603.7-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-603.5-A	0.000	A-603.7-A.pdf
7	REVIEWED 04/26/2011	Auto Loan/Lease Coverage	A-609.6-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-609.4-A	0.000	A-609.6-A.pdf
8	REVIEWED 04/26/2011	Limited Trustee Coverage	A-641.2-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-641.1-A	0.000	A-641.2-A.pdf
9	REVIEWED 04/26/2011	Supplemental Disability Coverage Endorsement	A-663.6-A thru A-663.7-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-663-A thru A-663.5-A	0.000	A-663.6-A & A-663.7-A.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
10	REVIEWED 04/26/2011	Uninsured Motorists Property Damage Endorsement	A-666.3-A thru A-666.5-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-666-A thru A-666.2-A	0.000	A-666.3-A thru A-666.5-A.pdf
11	REVIEWED 04/26/2011	Endorsement - Church Bus	A-667.3-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-667-A	0.000	A-667.3-A.pdf
12	REVIEWED 04/26/2011	Additional Insured Liability Endorsement	A-671.1-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-671-A	0.000	A-671.1-A.pdf
13	REVIEWED 04/26/2011	Employees - Full Liability Limits Endorsement	A-692.3-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-692-A	0.000	A-692.3-A.pdf
14	REVIEWED 04/26/2011	Restricted Coverage For Motorcycle/Recreational Vehicle	A-701.7-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-701.4-A	0.000	A-701.7-A.pdf
15	REVIEWED 04/26/2011	Trailer Physical Damage Endorsement	A-708.4-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-691.4-A	0.000	A-708.4-A.pdf
16	REVIEWED 04/26/2011	Trailer Liability Endorsement	A-708.5-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-691.5-A	0.000	A-708.5-A.pdf
17	REVIEWED 04/26/2011	Auto Loss of Use Coverage	A-719-A thru A719.3-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-649-A thru A-649.3-A	0.000	A-719,1,2,3-A.pdf
18	REVIEWED 04/26/2011	Amendatory Endorsement - Motor Home	A-720-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-213.7-A	0.000	A-720-A.pdf
19	REVIEWED 04/26/2011	Single Limit of Liability	A-721-A thru A-721.4-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-694-A thru A-694.4-A	0.000	A-721,1,2,3,4-A.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
20	REVIEWED 04/26/2011	Endorsement-- Amendment of Part V - Auto Physical Damage Coverage	A-722-A thru A- 722.4-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-650.5-A thru A-650.9-A	0.000	A-722,1,2,3,4- A.pdf
21	REVIEWED 04/26/2011	Driver Liability Exclusion Agreement	A-723.4-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-612.5-A	0.000	A-723.4-A.pdf
22	REVIEWED 04/26/2011	Driver Liability Exclusion Endorsement	A-723.5A		END	Replaced	Previous Filing Number: Replaced Form Number: A-612.4-A	0.000	A-723.5-A.pdf
23	REVIEWED 04/26/2011	Attached Equipment Endorsement	A-724-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-927.7-A	0.000	A-724-A.pdf
24	REVIEWED 04/26/2011	Rental Reimbursement	A-725-A thru A- 725.3-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-695-A thru A- 695.3-A	0.000	A-725,1,2,3-A.pdf
25	REVIEWED 04/26/2011	Endorsement--Extended Auto Accidental Death Benefit	A-726-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-901.9-A	0.000	A-726-A.pdf
26	REVIEWED 04/26/2011	Endorsement-- Compressed Gas Exclusion	A-727-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-906.7-A	0.000	A-727-A.pdf
27	REVIEWED 04/26/2011	Endorsement--Anhydrous Ammonia Exclusion	A-728-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-906.8-A	0.000	A-728-A.pdf
28	REVIEWED 04/26/2011	Employers' Non-owned Auto Liability Endorsement	A-729-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-910.9-A	0.000	A-729-A.pdf
29	REVIEWED 04/26/2011	Endorsement-- Governmental Immunity	A-730-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-912.5-A	0.000	A-730-A.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
30	REVIEWED 04/26/2011	Hired Auto - Liability Endorsement	A-731-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-913.9-A	0.000	A-731-A.pdf
31	REVIEWED 04/26/2011	Operator's Policy Endorsement	A-732.1-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-919.8-A	0.000	A-732.1-A.pdf
32	REVIEWED 04/26/2011	Endorsement--School Bus	A-733-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-926.6-A	0.000	A-733-A.pdf
33	REVIEWED 04/26/2011	Endorsement--General Consent	A-734-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-657-A	0.000	A-734-A.pdf
34	REVIEWED 04/26/2011	Underinsured Motorist Endorsement	A-735-A thru A-735.1-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-577.7-A thru A-577.8-A	0.000	A-735-A and A-735.1-A.pdf
35	REVIEWED 04/26/2011	Endorsement--Erroneous Delivery of Liquid Products Exclusions	A-911.8-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-911.7-A	0.000	A-911.8-A.pdf
36	REVIEWED 04/26/2011	Waiver	A-912.8-A		END	Replaced	Previous Filing Number: Replaced Form Number: A-912.7-A	0.000	A-912.8-A.pdf
37	REVIEWED 04/26/2011	Mutual Policy Notification	M-1749-M		DSC	New		0.000	M-1749-M.pdf
38	REVIEWED 04/26/2011	Endorsement-General Consent-Government Vehicle	A-656-A		END	Withdrawn	Previous Filing Number: Replaced Form Number:	0.000	
39	REVIEWED 04/26/2011	Amendatory Rental Auto Endorsement	A-664-A		END	Withdrawn	Previous Filing Number: Replaced Form Number:	0.000	

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40	REVIEWED 04/26/2011	Amendatory Rental Auto Endorsement	A-665-A		END	Withdrawn	Previous Filing Number: Replaced Form Number:	0.000	
41	REVIEWED 04/26/2011	Missouri Amendatory Endorsement	A-685-A		END	Withdrawn	Previous Filing Number: Replaced Form Number:	0.000	
42	REVIEWED 04/26/2011	Amendatory Endorsement	A-717-A		END	Withdrawn	Previous Filing Number: Replaced Form Number:	0.000	
43	REVIEWED 04/26/2011	Declarations Continuation Page	B-412-B		DEC	Withdrawn	Previous Filing Number: Replaced Form Number:	0.000	

**Form Type Legend:**

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>GER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

# AUTOMOBILE INSURANCE POLICY

## MISSOURI

For information regarding the policy, please contact your Shelter Insurance Agent.

### TO OUR CUSTOMERS – PLEASE NOTE

Please read this policy carefully. If you have questions, contact your Shelter Agent for answers. No agent can know your exact coverage needs or budget, so you must read the policy form, Declarations, and endorsements and make sure it provides the types of coverage you need in the amounts you requested.

If you are involved in an accident, please read this policy again so that you will be reminded of your rights and obligations. **It is very important for you to recognize that this insurance policy is a legally binding contract. If any insured fails to perform an obligation required by this policy, the coverage which it might otherwise provide could be lost.**



**SHELTER INSURANCE COMPANIES**

Home Office: Columbia, MO 65218-0001

THE INDEX  
WHERE YOU CAN FIND IT

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Policy on file with DWP

## AUTOMOBILE INSURANCE POLICY

### DEFINITIONS

In this policy, the words shown in bold type have the meanings stated below unless a different meaning is stated in a particular coverage or endorsement. Words in bold type that are derived from a defined word have the same root meaning. The plural version of a defined word has the same meaning as the singular if it is also bolded. If any of these same words are used but not printed in bold type, they have their common dictionary meaning.

- (1) **Accident** means an **occurrence** that was neither expected nor intended. The following types of **occurrences** are excluded from the definition of **accident**:
  - (a) Any **occurrence** that an **insured** intended to result in **bodily injury** or **property damage**; and
  - (b) Any **occurrence** that was intended by an **insured**, if a reasonable **individual** would have expected it to result in **bodily injury** or **property damage**.
- (2) **Auto** means a **motor vehicle** with at least four wheels.
- (3) **Auto business** means the selling, renting, leasing, repairing, servicing, storing, or parking, of **motor vehicles**, if the **person** engaged in that conduct receives any form of compensation for it.
- (4) **Bodily injury** means:
  - (a) A physical injury;
  - (b) A sickness or disease of the body;
  - (c) The physical pain and physical suffering that directly results from (a) or (b), above; or
  - (d) A death that directly results from (a) or (b), above.

The following medical conditions are excluded from the definition of **bodily injury**:

- (a) Mental injuries;
- (b) Sicknesses or diseases of the mind;

- (c) Mental anguish; and
- (d) Emotional distress;

unless such mental or emotional condition is diagnosed by a medical doctor or licensed psychologist and directly results from **bodily injury** to the **individual** on whose behalf the **claim** is made.

- (5) **Claim** means a request by any **person** for benefits under a coverage provided by this policy as a result of a single **occurrence**. It includes lawsuits, requests for the payment of money, requests that **we** take any action, or extend the benefits of any coverage provided by this policy.
- (6) **Comparable value** means the depreciated worth of the covered **auto** or part immediately before the **accident**; plus the **reasonable charges** required to pay for any of the following that apply to the **claim**:
  - (a) Incurred cost for the necessary towing of the covered **auto** from the place where the **accident** occurred;
  - (b) Incurred cost for necessary storage of the covered **auto** from the day **you** make a **claim** under this policy until **we** offer to settle that **claim**;
  - (c) Sales tax or luxury vehicle tax **you** must incur to acquire **ownership** of another **auto** or part to replace the covered **auto** or part with one of equal value; and
  - (d) Other taxes or fees **you** must incur to acquire **ownership** of another **auto** or part to replace the covered **auto** or part with one of equal value.

**Comparable value** is determined by **us**. **We** base that determination on our knowledge of the prices charged by vehicle or part merchants in the geographic area where the **insured resides**. To aid **us** in determining **comparable value**, **we** may use any one or more of the databases, appraisal tools, and other methods the insurance industry

commonly uses to evaluate similar vehicles or parts.

(7) **Compensation law** means any law under which benefits are paid, without regard to fault, as compensation for the effects of **bodily injury**, because of the recipient's status as an employee or beneficiary of an employee. It includes, but is not limited to, workers' compensation laws, disability laws, the Federal Employers' Liability Act, and the Jones Act.

(8) **Consequential loss** means a monetary loss that results from **property damage** other than the cost of repairing or replacing the property itself. **Consequential loss** includes:

- (a) The diminished value of property subsequent to its repair or the replacement of one or more of its parts;
- (b) The diminished value of the property resulting from the use of a **replacement part** that has a different warranty than the damaged part; and
- (c) Monetary loss resulting from the loss of the use of the damaged property during the time between the **accident** and its return to service.

(9) **Cost to repair** means the **reasonable charges** for the **repair** of the covered **auto** or part, plus the **reasonable charges** required to pay for any of the following that apply to the **claim**:

- (a) Incurred cost for the necessary towing of the covered **auto** from the place where the **accident** occurred;
- (b) Incurred cost for necessary storage of the covered **auto** from the day **you** make a **claim** under this policy until **we** offer to settle that **claim**.

**Cost to repair** is determined by **us**. **We** base that determination on **our** knowledge of the prices charged by repair facilities in the geographic area where the **repair** is to be done. To aid **us** in determining **cost to**

**repair**, **we** may use any one or more of the databases, appraisal tools, and other methods the insurance industry commonly uses to determine those charges.

(10) **Declarations** means the part of this policy titled "Auto Policy Declarations and Policy Schedule". It sets out many of the individual facts related to **your** policy including the dates, types, and dollar limit of the various coverages.

(11) **Deductible** means an amount of money deducted from the total amount paid for covered **property damage claims**. The specific dollar amount of the **deductible** applicable to each payment is shown in the **Declarations**.

(12) **Described auto** means the vehicle described in the **Declarations**, but only if a **named insured owns** that vehicle. It includes:

- (a) All parts, and equipment, **permanently attached** to that vehicle before its **original sale**;
- (b) All wireless components of its **permanently attached** equipment if:
  - (i) Both the **permanently attached** component and the wireless component were purchased, with the vehicle, at its **original sale**; and
  - (ii) The **permanently attached** component is essential to the functioning of the wireless component;
- (c) Replacements for the parts and equipment listed in (a) and (b), above, installed to **repair**, or refurbish, the vehicle, if the replacement items are equivalent in value; and
- (d) A **temporary substitute auto**.

(13) **Direct loss** means:

- (a) The **comparable value**; or
- (b) The **cost to repair**.

**Direct loss** does not include **consequential loss**.

- (14) **Domestic employee** means an employee paid to work at **your** household; or a private chauffeur who is employed by **you**. This definition does not apply to any employee if:
- Benefits are payable to, or on behalf of, such employee under any **compensation law** as a result of the same **occurrence**; or
  - Benefits are required to be provided to, or on behalf of, such employee by any **compensation law** as a result of the same **occurrence**.
- (15) **Financial responsibility law** means a law that requires a certain level of financial responsibility, or certain level of insurance coverage, in order to **own, use,** or allow others to **use** a **motor vehicle** in the state or country in which coverage under this policy is sought. It includes motor vehicle financial responsibility laws, compulsory insurance laws, and all other laws with similar purposes.
- (16) **General consent** means the authorization of the **owner** of an **auto** for another to **use** it on one or more occasions without the necessity of obtaining **permission** for each **use**. **General consent** can be expressed or implied.
- (17) **Health care provider** means a licensed provider of medical, chiropractic, psychological, hospital, nursing, dental, surgical, ambulance, or prosthetic services.
- (18) **Hit-and-run motor vehicle** means a **motor vehicle** whose **owner** or **operator** cannot be identified because its **operator** left the scene of the **occurrence** with that **motor vehicle**.
- (19) **Individual** means a human being.
- (20) **Innocent consured** means a **person** who is defined as an **insured** under a coverage provided by this policy, and who suffers **property damage** caused by a pattern of domestic violence. Such definition applies only if that **person**:
- Did not cooperate in, or contribute to, the creation of the **property damage**;
  - Files a report with the police having jurisdiction over the incident causing the **property damage**;
  - Delivers to **us** a sworn affidavit indicating the cause of the **property damage**; and
  - Pledges to cooperate in any criminal prosecution of the **person** who caused the **property damage**.
- (21) **Lease** means a right to possess and **use** real property or **personal property** for a period of 30 or more consecutive days based upon a written agreement with the **owner** of that property.
- (22) **Maintenance** means the performance of services necessary to keep a **motor vehicle** in working order, or to restore it to working order. It does not include installing or servicing equipment that is not usual and incidental to the **use** of a **motor vehicle**.
- (23) **Motor vehicle** means a self-propelled land vehicle originally designed for **operation** on **public roadways**.  
The following types of vehicles are excluded from the definition of **motor vehicle**:
- Farm-type tractors, except while being **used** on a **public roadway**;
  - Vehicles altered for **use** in competition with other vehicles if the alteration prevents them from being licensed for **use** on a **public roadway**; and
  - Vehicles being utilized as a dwelling, display area, sales area, or storage area.
- (24) **Named insured** means any **person** listed in the **Declarations** under the heading "Named Insured". **Persons** listed under other headings are not **named insureds** unless they are also listed under the heading "Named Insured".
- (25) **Necessary goods and services** means goods and services that are furnished or

prescribed by a **health care provider** if, in our judgment, they are necessary for the proper treatment of **bodily injury** in the most efficient and economical fashion that it can be safely treated. We may employ outside reviewers, consultants, or data providers, to determine if the goods and services are **necessary goods and services**. That determination may be made after the **insured** has received the goods or services; and the fact that a **health care provider** furnished, rendered, or prescribed, the goods and services is not solely determinative of whether they are **necessary goods and services**.

- (26) **Non-owned auto** means any **auto** being **used, maintained, or occupied** with **permission**, other than:
- (a) The **auto** listed in the **Declarations**;
  - (b) An **auto owned** by any **insured, spouse, or a resident** of any **insured's** household; or
  - (c) An **auto** that any **insured, spouse, or a resident** of any **insured's** household has **general consent to use**.

A **rental auto** is a **non-owned auto** if it is not an **auto** described by (a), (b), or (c) above, is not a **temporary substitute auto**, and otherwise meets the definition of **rental auto**.

- (27) **Occupy** means being in physical contact with a vehicle while:
- (a) In it;
  - (b) Getting into it; or
  - (c) Getting out of it.

An **individual** who is not in physical contact with a vehicle is not **occupying** it.

- (28) **Occurrence** means an action or event, or a series of actions or events, that:
- (a) Started abruptly;
  - (b) During the policy period;
  - (c) Directly resulted in **bodily injury** or **property damage**; and
  - (d) May result in a **claim**.

- (29) **Operator** means an **individual** who is **using a motor vehicle**.
- (30) **Original sale** means the first sale of the **described auto** by a dealer to the original consumer. It does not mean its sale by the manufacturer to a dealer, nor does it necessarily mean its sale to the **insured**.
- (31) **Own** means the **person** referred to holds the legally recognized title to, or is a **leaseholder** of, an item of real or personal property, even if there are other **owners**. This definition is not changed by the patterns of usage of the property. With respect to vehicles only, it means the **person** in possession of the vehicle, if that **person**:
- (a) Has the right to purchase it upon performance of conditions stated in a conditional sale agreement;
  - (b) Is a lender entitled to possession of it based on the terms of a loan secured by that vehicle; or
  - (c) Is a **lessor** entitled to possession of it based on a **lease** agreement for that vehicle.
- (32) **Passenger** means an **individual** who is **occupying** one of the seats of a vehicle with **permission** but does not include the **operator** of a vehicle.
- (33) **Permanently attached** means attached to the vehicle by welds, screws, rivets, or bolts. Parts attached by wires or other fastening devices are not **permanently attached**.
- (34) **Permission** means the consent of the vehicle **owner**. **Permission** can be expressed or implied. An **individual** who was authorized to **use** a vehicle by a **person** in possession of it will be treated as having **permission to use** it, if he or she reasonably believes that its **owner** consented to that **use**.
- (35) **Person** means an **individual**, a corporation, or an entity that has separate legal existence

under the laws of the state where this policy was issued or a **claim** is made.

- (36) **Post-judgment interest** means interest, payable under the laws of a state in which a covered judgment is rendered, that accumulates after a judgment. It does not include pre-judgment interest calculated based on any time period preceding the date that judgment is entered.
- (37) **Property damage** means a demonstrable physical damage to real or personal property. It includes the stealing of personal property. It does not include any amount payable by any **insured** as a result of an agreement of any kind, including a rental agreement.
- (38) **Public roadway** means a roadway maintained by a governmental entity or agency. The fact that the general public has access to a roadway does not itself make that roadway a **public roadway**.
- (39) **Punitive damages** means a monetary award imposed to punish a wrongdoer and to deter others from similar conduct. It includes all monetary awards based on any legal theory that requires proof of the same standard of conduct necessary to support an award of **punitive damages** under the law of the state where they are awarded.
- (40) **Reasonable charges** means the lesser of:
- (a) The amount for which **we** can discharge the **insured's** entire obligation to the **person** providing the goods and services; or
  - (b) The charges incurred for goods and services that, in **our** judgment, are within the range of charges for the same or similar goods and services, in the geographic area where the services are rendered or the goods are purchased.

**We** may employ outside reviewers, consultants, or data providers to determine if the charges are **reasonable charges**. That determination may be made after the

**insured** has received the goods or services for which the charges are made and the fact that a **health care provider** or licensed funeral provider furnished, rendered, or prescribed the goods and services is not solely determinative of whether the charges made for them are **reasonable charges**.

The following types of charges are excluded from the definition of **reasonable charges**:

- (1) Charges for treatment, services, products, or procedures that are:
    - (a) Experimental in nature;
    - (b) Done for research purposes;
    - (c) Not primarily designed to serve a medical purpose; or
    - (d) Not commonly recognized throughout the medical profession in the United States as appropriate for the treatment of the **bodily injury** that is the subject of a **claim** under Coverage C.
  - (2) Charges for:
    - (a) Thermography or procedures of a similar nature;
    - (b) Acupuncture or procedures of a similar nature; or
    - (c) The purchase or rental of equipment that is not primarily designed to serve a medical purpose.
- (41) **Relative** means an **individual** related to **you** by blood, marriage, or adoption, who is a **resident** of **your** household. It includes **your** child who is away at school, if that child is both unmarried and unemancipated. **Relative** also includes any foster child in **your** legal custody for more than 90 consecutive days immediately before the **occurrence**. An **individual**, who **owns** a **motor vehicle**, or whose husband or wife **owns** a **motor vehicle**, is excluded from the definition of **relative**.
- (42) **Rental auto** means an **auto** furnished:

- (a) For money;
- (b) To **you** or a **relative**;
- (c) By a commercial **auto** rental business;
- (d) Under the terms of a written agreement; and
- (e) For a period of less than 30 consecutive days.

An **auto** meets the definition of **rental auto** only when it is being **used** in accordance with the terms of the written rental agreement.

- (43) **Repair** means the restoration of form and function by restoring existing parts or by using **replacement parts** if needed. **Repair** does not mean the restoration of pre-damage value; nor does it include compensation for the diminution of value resulting from the fact that an item has been **repaired**.
- (44) **Replacement part** means new or previously used parts made by any manufacturer, irrespective of whether that manufacturer made the original part or vehicle.
- (45) **Reside** means to actually live in a location with the intent to make that place, and no other, one's primary, and permanent, home. If the parents of a minor child do not **reside** with one another, **we** will consider the child a **resident** of both their households if that child regularly spends time in each of their **residences**.
- (46) **Spouse** means the lawful husband or wife of any **individual** defined as an **insured** under the applicable part of this policy, if he or she is a **resident** of the same household as that **insured**.
- (47) **Struck by** means there was actual, direct, physical contact. An **individual** who was **occupying** a vehicle when it was **struck by** another vehicle was not **struck by** that vehicle, unless he or she also came into actual, direct physical contact with it.
- (48) **Temporary substitute auto** means an **auto** that is not **owned** by any **insured**, **spouse**,

or a **resident** of any **insured's** household, while it is being **used** with **permission** as a substitute for the **described auto**. This definition applies only during that period of time in which the **described auto** is withdrawn from **use** because of its breakdown, **maintenance**, theft, or destruction. The following time limitations apply to this definition:

- (a) If the **auto** is being **used** because of the breakdown of the **described auto**, it is a **temporary substitute auto** for only the period of time necessary to deliver the **described auto** to the **person** who will perform the **repairs** necessary to return it to service; and in no event for more than five days after the breakdown of the **described auto**;
- (b) If the **auto** is being **used** because of the **repair** or **maintenance** of the **described auto**, it is a **temporary substitute auto** only for the reasonable period of time the **described auto** is in the possession of the **person** performing the necessary **repairs** or **maintenance**;
- (c) If the **auto** is being **used** because of the theft of the **described auto**, it is a **temporary substitute auto** only for the period of time reasonably necessary to replace the **described auto**, and in no event for more than 30 days after the **described auto** was stolen; and
- (d) If the **auto** is being **used** because of the destruction of the **described auto**, it is a **temporary substitute auto** only for the period of time reasonably necessary to replace the **described auto**, and in no event for more than 30 days after the **described auto** was destroyed.
- (49) **Trailer** means a vehicle designed to:
  - (a) Be pulled on **public roadways**; and
  - (b) Transport people or property.

**Trailer** does not include equipment designed for other purposes that happens to be pulled behind a towing unit.

(50) **Underinsured motorist insurance law** means any law that applies to a **claim** made under the **underinsured motor vehicle** coverage of this policy; or governs the terms of that coverage.

(51) **Underinsured motor vehicle** means a **motor vehicle** covered by a liability bond, governmental liability statute, or insurance policy, applicable to the **occurrence**; but the monetary limits of that bond, statutory coverage, or policy, are less than the limits of underinsured motorists coverage shown in the **Declarations**. The following vehicles and types of vehicles are excluded from the definition of **underinsured motor vehicle**:

- (a) The **described auto**;
- (b) **Motor vehicles owned** by any **insured, spouse, or a resident** of any **insured's** household; and
- (c) **Motor vehicles being used** by any **insured, the spouse of any insured, or a resident** of any **insured's** household, with **general consent**.

(52) **Uninsured motorist insurance law** means any law that applies to a **claim** made under Coverage E or governs the terms of that coverage.

(53) **Uninsured motor vehicle** means:

- (1) A **hit-and-run motor vehicle**, or
- (2) A **motor vehicle**:
  - (a) **Owned** by a **person** liable for **damages** because of that **ownership**; or
  - (b) **Used** by a **person** liable for **damages** because of that **use**; if that **owner or operator**:
    - (i) Is not covered by a bond or policy of liability insurance applicable to the **occurrence** on which that liability is based; or

(ii) Is covered by policy of liability insurance applicable to the **occurrence** on which that liability is based; but that policy was issued by an insolvent insurer that is unable to make payment with respect to the legal liability of its **insured** up to the minimum limits of liability insurance coverage specified in the applicable **financial responsibility law**. This subsection applies only if that liability insurer becomes insolvent within two years after the date of the **occurrence**.

The **described auto** and the following types of vehicles are excluded from the definition of **uninsured motor vehicle**:

- (a) **Motor vehicles owned** by any **insured, spouse, or a resident** of any **insured's** household;
- (b) **Motor vehicles owned or used** by a self-insurer within the meaning of any applicable **financial responsibility law**;
- (c) **Motor vehicles being used** by any **person** who is an employee of the United States Government while acting within the scope of that employment;
- (d) **Motor vehicles being used** by any **person** who the Federal Tort Claims Act requires the Attorney General of the United States to defend if a lawsuit is brought because of **bodily injury** that resulted from such **usage**; and
- (e) **Motor vehicles owned** by any governmental unit or governmental agency.

(54) **Use** means physically controlling, or attempting to physically control, the movements of a vehicle. It includes any

emergency repairs performed in the course of a trip, if those repairs are necessary to the continued **use** of the vehicle.

(55) **Utility trailer** means a **trailer** designed to be towed by an **auto** with a gross vehicle weight rating (GVWR) of 12,000 pounds or less. This definition applies only during that period of time the **trailer** is:

- (a) Actually attached to the **described auto** or a **non-owned auto**; or
- (b) Still moving, after becoming unattached from such **auto**, while that **auto** was in motion.

A **trailer** being used:

- (a) Without **permission** or **general consent**;
  - (b) As an office, store, display, or living quarters; or
  - (c) To transport one or more **individuals**;
- is excluded from the definition of **utility trailer**.

(56) **War** means armed conflict whether or not officially declared. It includes civil war, insurrection, rebellion, revolution, or any act or condition incident to any of those events.

(57) **We**, **us**, and **our**, mean the Shelter company providing this insurance.

(58) **You** means any **person** listed as a **named insured** in the **Declarations** and, if that **person** is an **individual**, his or her **spouse**.

#### GENERAL AGREEMENTS ON WHICH INSURING AGREEMENTS ARE BASED

#### APPLICATIONS

If **you** accept this policy, **you** agree that the statements in the original application and any applications for change accepted by **us**, were offered to induce **us** to issue, continue, or renew, this policy, and are **your** representations, regardless of who filled in or supplied the information on those forms.

**We** agree to insure **you** according to the terms and conditions of this policy, but **we** do so relying on the truth and accuracy of the statements made in the first application and in any applications for change. If any of those statements are false, **we** will not provide coverage under this policy.

#### YOUR DUTY TO MAKE SURE YOUR COVERAGES ARE CORRECT

**You** agree to check the **Declarations** each time **you** receive one, to make sure that:

- (1) All the coverages **you** requested are included in this policy; and
- (2) The limit of **our** liability for each of those coverages is the amount **you** requested.

**You** agree to notify **us** within 10 days of the date **you** receive any **Declarations** if **you** believe the coverages, or amounts of coverage, it shows are different from those **you** requested. If **you** do not notify **us** of a discrepancy, **we** will presume the policy meets **your** requirements.

#### PREMIUM PAYMENTS

**We** agree to insure **you** based on **your** promise to pay all premiums when due. If **you** pay the premium when due, this policy provides the insurance coverages in the amounts shown in the **Declarations**. If, for any reason, **your** premium payment is not honored by **your** bank, no insurance is provided for any of the policy period covered by that payment.

#### PREMIUM CHANGES DURING POLICY PERIOD

The premium charged for this policy is based in large part on information **you** provided to **us**. If that information is incomplete or inaccurate, or if it changes during the policy period, **you** must inform **us**, if it relates to:

- (1) The **described auto**;
- (2) The **individuals** who regularly **use** the **described auto**;
- (3) Any changes in the number of licensed drivers in **your** household;
- (4) **Your** marital status;

- (5) **Your residence** address; or
- (6) The primary location of the **described auto**.

If there is a change in the facts relating to any of the above listed items, or if **you** correct inaccurate or incomplete information related to them, **we** may increase or decrease the premium during the policy period based on such changed or supplemented information.

#### POLICY TERMS APPLICABLE TO MORE THAN ONE PART OF THE POLICY

#### TITLES OF PARAGRAPHS

The titles of the various paragraphs of this policy and of any endorsements to it are inserted solely for ease of reference and do not in any way change the legal effect of the provision to which they relate.

#### ENTIRE AGREEMENT

This policy includes the policy form, the application related to it, any requests for changes to it, all endorsements, and the **Declarations**. Those documents include all the agreements between **you** and **us** or any of **our** agents relating to this insurance.

#### OWNERS' POLICY AS DEFINED BY APPLICABLE FINANCIAL RESPONSIBILITY LAWS

The provisions of this policy that are subject to the **financial responsibility laws** of the state of Missouri will comply with those laws in all respects. Conflicting policy language is superseded by the requirements of those laws. This policy is an "owners' policy" as that term is used in the **financial responsibility law** of the state of Missouri unless it is specifically endorsed as an "operator's policy", in which case it will function as such in the manner required by the same laws.

#### TRUSTS, TRUSTEES, AND TRUSTORS (SETTLORS)

If a trust or a trustee is a **named insured**, coverage is not provided under any part of this policy for the trustor (settlor) of the trust unless:

- (1) That trustor is specifically included, by **name**, as an **insured**; or
- (2) Becomes an **insured** by operation of a policy definition related to the coverage under which a **claim** is made.

#### EFFECT OF ENDORSEMENTS

Endorsements to this policy are a part of it and have the same contractual effect as the provisions of the base policy itself. If the terms of an endorsement conflict with the terms of the base policy with respect to a specific **claim**, the terms of the endorsement will apply to that **claim**.

#### AMENDED AND ADDITIONAL DEFINITIONS USED IN VARIOUS POLICY SECTIONS

Some coverage parts and endorsements contain definitions that differ from those defining the same words in other coverages. With respect to the handling of a specific **claim**, the definition provided in the coverage being considered controls when it differs from a definition of the same word provided in another coverage.

#### POLICY PERIOD AND TERRITORIES

- (1) This policy and any endorsements to it apply only to **occurrences** that take place:
  - (a) In the United States of America, its territories, and its possessions;
  - (b) In Canada; or
  - (c) While the **insured** or a covered vehicle is being transported between their ports.
- (2) This policy and any endorsements to it cover only those **persons** who were **insureds** on the date of the **occurrence**.

#### FRAUD

**We** do not provide coverage under any part of this policy for an **insured** who has made fraudulent statements, or engaged in fraudulent conduct, in

connection with any **claim**, or **occurrence** for which coverage is sought under this policy.

#### LIBERALIZATION

A number showing the particular policy form constituting a part of this policy is printed at the bottom of this page and another number is shown on each endorsement to this policy. If **we** change a particular policy form such that the insurance it provides is broadened without extra premium, this policy will be applied as if that broadened coverage is included as of the date **we** make the change effective. But broader coverage contained in a form with a different number is not subject to this provision.

#### INSURANCE WITH OTHER COMPANIES

If this policy applies to a **claim** and insurance provided by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company also applies, the section of the specific coverage headed "INSURANCE WITH OTHER COMPANIES" determines how the coverage under this policy interacts with the other coverage.

#### OTHER INSURANCE WITH SHELTER MUTUAL INSURANCE COMPANY OR SHELTER GENERAL INSURANCE COMPANY

If more than one policy issued by Shelter Mutual Insurance Company or Shelter General Insurance Company provides coverage for a single loss, this policy covers only the proportion of the total amount payable that its limits bear to the total limits of all such policies. The total maximum amount payable under all such policies is the highest limit of any one coverage applicable to the loss. This limitation does not apply to:

- (1) Coverage A, or Coverage B, if more than one **insured** is entitled to coverage;
- (2) Coverage D; or
- (3) Coverage E.

#### LEGAL ACTION AGAINST **US**

Any legal action against **us** seeking coverage or payments must be brought in the state of Missouri.

In any legal action against **us**, this policy and its binder are to be interpreted according to the laws of the state of Missouri.

No one will have any right under this policy to join **us** as a party to any legal action filed against an **insured** to determine such **insured's** liability. An **insured** or an **insured's** legal representative may not include **us** in such action.

#### SUBROGATION

If **we** pay any **person** under this policy, **we** will be subrogated to that **person's** rights of recovery, based on the same **damages**, against any **person** liable for the **damages** on which **our** payment was based. This provision does not apply to payments under Coverage C and Coverage D.

Any **person** who receives payment under this policy, agrees to sign and deliver legal instruments to **us** and do whatever else necessary to secure **our** rights.

Any **person** who receives payment under this policy, agrees to cooperate with **us** in enforcing **our** subrogation rights and to do nothing to prejudice **our** rights. If an **insured** has a right of recovery against any **person** for **damages** paid under a provision of this policy, but fails to file a lawsuit to enforce that right in the time allowed by the applicable statute of limitations, that **insured's** right to recover for the same **damages** under this policy are excluded.

If **we** pay a **claim** that would not have been covered but for the fact that the **individual** making the **claim** is an **innocent coinsured**, **we** have a right of subrogation, to the extent of that payment, against any **insured** who caused the

**property damage** on which that **claim** was based.

#### ASSIGNMENT OF **YOUR** POLICY RIGHTS

**You** may not assign any of **your** rights under this policy, except those provided in Coverage C, unless **we** consent in writing.

#### DEATH OF ALL **NAMED INSUREDS**

For the period of time this policy remains in force after the death of the last surviving **named insured**, it will cover any **individual** who was his or her **spouse** on the date of death. Coverage will be provided only for the balance of the current policy period.

In addition, the following **persons** will be treated as having **permission** to use the **described auto**:

- (1) The **named insured's** legal representative, but only while acting within the scope of that **person's** duties as such; and
- (2) Any **person** who, at the time of the last **named insured's** death, had possession of the **described auto** with **permission**. **We** will cover that **person** until a legal representative for the **named insured** is appointed, up to a maximum of 90 days from the date of the **named insured's** death.

No **person** insured because of this policy section will have the right to renew this policy beyond the last date on which it provides coverage. All coverage ends if this policy lapses.

#### CANCELLATION AND MODIFICATION

Any **named insured** may cancel this policy or ask **us** to modify it by telling **us** what modifications are requested or when the cancellation is to be effective. It is not necessary for all **named insureds** to request, or confirm, cancellation or modification. When there are two or more **named insureds**, each one of them acts for all of them

when canceling or requesting modifications to this policy.

**We** are not obligated to send anyone notice of such cancellation or modification unless a relevant provision of this policy specifically requires it.

**We** may cancel this policy at any time during the policy period for failure to pay any premium due **us**. **We** may do so irrespective of whether such premium is payable directly to **us** or to **our** agent. If **we** cancel this policy under this provision, **we** will do so by mailing written notice to **you**, by certificate of mailing, at **your** address last known to **us**. That notice will state when the cancellation will be effective, but it will not be less than 10 days after **we** mail the notice.

If this policy has been in effect for less than 60 days, **we** may cancel it for any reason not prohibited by law. If **we** cancel this policy under this provision, **we** will do so by mailing written notice to **you**, by certificate of mailing, at **your** address last known to **us**. That notice will state when the cancellation will be effective, but it will not be less than 10 days after **we** mail the notice.

If this policy has been in effect for 60 days, or if it is a renewal, **we** may cancel it only for non-payment of premium or the suspension or revocation of a **named insured's** driver's license. If more than one **individual** is a **named insured**, and only one of them has his or her driver's license suspended or revoked, **we** will not cancel this policy. However, **we** may issue an endorsement to this policy that excludes all of its coverages while that **individual** is operating any vehicle during the period of suspension or revocation. If **we** cancel this policy under this provision, **we** will do so by mailing written notice to **you**, by certificate of mailing, at **your** address last known to **us**. That notice will state when the

cancellation will be effective, but it will not be less than 30 days after **we** mail the notice.

If **we** cancel this policy for any reason other than nonpayment of premium, the notice will state:

- (1) The effective date of the cancellation;
- (2) The actual reason for cancellation; and
- (3) That **you** may be eligible for insurance through the Missouri assigned risk plan.

**We** will not cancel this policy as it applies to any **individual** with at least two years driving experience solely because of such **individual's**:

- (1) Age;
- (2) Change of **residence** within the same state;
- (3) Race;
- (4) Sex;
- (5) Color;
- (6) Creed;
- (7) National origin;
- (8) Ancestry; or
- (9) Lawful occupation (including military service).

**We** will not cancel this policy as it applies to any **individual** with at least two years driving experience solely because another insurer has refused to write, cancelled, or refused to renew an existing policy on which such **individual** was an **insured**.

Upon cancellation, the **named insured** may be entitled to a premium refund, but payment or tender of a premium refund is not a condition of cancellation. Any refund will be pro rata. Refunds may be paid either when the cancellation is effective or as soon as practicable after the effective date of the cancellation. The **named insured** may choose to credit the premium refund toward another policy issued by **us**.

#### RENEWAL AND REFUSAL TO RENEW

**We** may offer to renew this policy by sending **you** notice of the amount of premium necessary to do

so and **your** failure to pay it means **you** have declined **our** offer. The policy will then automatically terminate at the end of the policy period.

Except as stated below, **we** may refuse to renew this policy for any reason not prohibited by law. If **we** refuse to renew this policy for a reason other than non-payment of premium, **we** will mail notice to the **named insured's** address last known to **us**, by certificate of mailing, at least 30 days before the policy period ends. The notice will state:

- (1) The last date of coverage;
- (2) The reason for the non-renewal; and
- (3) That **you** may be eligible for insurance through the Missouri assigned risk plan.

**We** will not refuse to renew this policy as it applies to any **individual** with at least two years driving experience solely because of such **individual's**:

- (1) Age;
- (2) Change of **residence** within the same state;
- (3) Race;
- (4) Sex;
- (5) Color;
- (6) Creed;
- (7) National origin;
- (8) Ancestry; or
- (9) Lawful occupation (including military service).

**We** will not refuse to renew this policy as it applies to any **individual** with at least two years driving experience solely because another insurer has refused to write, cancelled, or refused to renew an existing policy on which such **individual** was an **insured**.

#### THIRTY-DAY TEMPORARY INSURANCE ON REPLACEMENT AUTOS

The temporary insurance provided under this section does not apply to any **claim** that is covered by any other policy of insurance

regardless of the types of coverage provided by that policy.

The insurance provided by this policy with respect to the **described auto** applies to any other **auto** in which **you** acquire **ownership**, if it replaces the **described auto** and **you** no longer **own** the **described auto**. The insurance on this replacement **auto** includes only those coverages that applied to the **described auto**. This coverage expires at the earlier of:

- (1) 12:01 A.M. on the thirty-first day after **you** acquire **ownership** of the **auto**; or
- (2) The date this policy lapses.

To obtain this temporary coverage, **you** must notify **us**, while this policy is in force, and within 30 days after the date **you** acquire **ownership** of the replacement **auto**, that **you** want this policy to apply to it.

If this policy applies to a replacement **auto** but does not provide Coverage F or Coverage G for the **described auto**, it will provide that coverage for the replacement **auto** from the date it is delivered to **you** until 12:01 A.M. on the sixth day after delivery. A \$500 **deductible** applies. This coverage ends if the policy lapses.

#### THIRTY-DAY TEMPORARY INSURANCE ON ADDITIONAL AUTOS

The temporary insurance provided under this section does not apply to any **claim** covered by any other policy of insurance regardless of the types of coverage provided by that policy.

The insurance provided by this policy with respect to the **described auto** applies to any other **auto** with a gross vehicle weight rating (GVWR) of 12,000 pounds or less in which **you** acquire **ownership**, if it is an additional **auto** and all **autos, owned** by **you** and licensed for **use** on a **public roadway** on the date of such acquisition, are either:

- (1) Insured by Shelter Mutual Insurance Company or Shelter General Insurance Company; or
- (2) Are a type that is not eligible for insurance with either of those Companies under their underwriting guidelines.

The insurance on this additional **auto** includes only those coverages that applied to the **described auto**. This coverage expires at 12:01 A.M. on the thirty-first day after **you** acquire **ownership** of the additional **auto**.

To obtain this temporary coverage, **you** must notify **us**, while this policy is in force, and within 30 days after the date **you** acquire **ownership** of the additional **auto**, that **you** want this policy to apply to it.

If **you** want coverage from **us** on the additional **auto** past the 30-day period, **you** must submit a new application.

If this policy does not provide Coverage F or Coverage G for the **described auto**, it will provide that coverage for the additional **auto** from the date it is delivered to **you** until 12:01 A.M. on the sixth day after delivery. A \$500 **deductible** applies.

#### CHANGES TO THIS POLICY AND WAIVER OF ITS PROVISIONS

The provisions of this policy may be changed or waived only by written agreement signed by **us**. No **person** should consider any other action to indicate **our** waiver of any policy provision.

#### NOTICE OF AN OCCURRENCE

After an **occurrence**, any **person** who is an **insured** under this policy must notify **us** promptly. That notice must accurately inform **us** of the time, place, and circumstances of the **occurrence**, including the names and addresses of witnesses and all **persons** who suffered any **property damage** or injury.

## COOPERATION OF ALL INSUREDS

All **insureds** must cooperate with **us** in the investigation, settlement, and defense, of any **claim**. If an **insured** fails to cooperate with **us** when requested to do so, this policy will provide that **insured** only the minimum limits of liability insurance coverage required by the **financial responsibility law** applicable to the **occurrence**, regardless of the limits stated in the **Declarations**; and **we** will provide only those coverages required by such law.

## GENERAL DUTIES OF ALL INSUREDS IN THE EVENT OF A CLAIM

Any **person** who makes a **claim** for any coverage under this policy, must promptly:

- (1) Send **us** all correspondence and all legal papers that relate to any **claim**;
- (2) Authorize **us** to obtain any other records that may be relevant to the **claim** or that may

reasonably be expected to aid **us** in determining the facts relevant to the **claim**;

- (3) Provide any written proofs of loss **we** require;
- (4) Answer any questions **we** ask, under oath, and outside the presence of any other **individual** unless that **individual** is a licensed attorney or, if the **individual** being questioned is a minor, his or her parent; and
- (5) Sign a written transcript of the questions posed and answers given.

If such **claim** is based on **bodily injury**, the **person** making such **claim** must also:

- (1) Submit to physical examinations, as often as **we** may reasonably require, by doctors **we** select and pay; and
- (2) Authorize **us** to obtain relevant medical records.

## PART I - AUTO LIABILITY COVERAGES

### COVERAGE A - BODILY INJURY LIABILITY COVERAGE

### COVERAGE B - PROPERTY DAMAGE LIABILITY COVERAGE

The following coverages are provided under this policy only if they are shown in the **Declarations** and are subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

## INSURING AGREEMENT FOR COVERAGE A AND COVERAGE B

**We** will pay **damages** on behalf of an **insured**; but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

## ADDITIONAL DEFINITIONS USED IN COVERAGE A AND COVERAGE B

In Coverage A and Coverage B:

- (1) **Damages** means money, including pre-judgment interest, that an **insured** is legally obligated to pay another **person** for **bodily injury**, **property damage**, or

**consequential loss**, caused by an **occurrence** resulting from that **insured's** **ownership**, **maintenance**, or **use**, of the **described auto** or a **non-owned auto**.

The following items are excluded from the definition of **damages**:

- (a) **Punitive damages**;
  - (b) Additional amounts payable under a law that imposes an obligation to pay some multiple of the actual damage caused by the **insured**; and
  - (c) An obligation created solely by a contract.
- (2) **Insured** means a **person** included in one of the following categories, but only to the extent stated in that category.

#### CATEGORY 1

**You** are an **insured** for **claims** resulting from **your ownership, maintenance, or use** of the **described auto**; and **your use** of **non-owned autos**. The maximum limit of **your** coverage is the full amount stated in the **Declarations**.

#### CATEGORY 2

- (a) **Relatives**, and
- (b) **Individuals** listed in the **Declarations** as an “additional listed insured” who do not **own** a **motor vehicle**, and whose **spouse** does not **own** a **motor vehicle**; are **insureds** for **claims** resulting from their **use** of the **described auto** and **non-owned autos**. The maximum limit of their coverage is the full amount stated in the **Declarations**.

#### CATEGORY 3

- (a) **Individuals** who would meet the definition of **relative** except for the fact that they **own** a **motor vehicle**, or their **spouse owns** a **motor vehicle**; and
- (b) **Individuals** listed in the **Declarations** as an “additional listed insured” who **own** a **motor vehicle**, or whose **spouse owns** a **motor vehicle**; are **insureds** for **claims** resulting from their **use** of the **described auto**. The maximum limit of their coverage is the full amount stated in the **Declarations**.

#### CATEGORY 4

**Individuals** who have **permission** or **general consent** to **use** the **described auto** are **insureds** for **claims** resulting from that **use**. The maximum limit of their coverage is the minimum amount required by the **financial responsibility law** applicable to the **occurrence**, regardless of the amount stated in the **Declarations**. With respect to these **insureds**, **we** provide only

those coverages required by the applicable **financial responsibility law**.

#### ADDITIONAL DUTIES OF **INSUREDS** IN THE EVENT OF A **CLAIM** UNDER COVERAGE A OR COVERAGE B

Any **person** who requests coverage under Coverage A or Coverage B, agrees not to sue **us**, except to determine coverage, until the amount of the alleged **damages** are finally determined by:

- (1) A written agreement, to which **we** consented, between the **person** seeking the coverage and the **person** who suffered the alleged **damages**; or
- (2) A final judgment against the **person** seeking the coverage.

#### **OUR RIGHT TO INVESTIGATE AND SETTLE CLAIMS**

**We** may investigate, negotiate, and settle any **claim** without the authorization of any **insured**, and deduct the amount of any settlement from the limits of liability for Coverage A and Coverage B stated in the **Declarations**.

#### ADDITIONAL COVERAGES

**We** will take the following actions and pay the following costs and expenses only if they result from a **claim** covered by Coverage A or Coverage B. The payment of these costs and expenses will not reduce **our** limits of liability under Coverage A or Coverage B.

- (1) **We** will pay all expenses **we** incur in the settlement of any **claim**.
- (2) If a civil lawsuit is filed against an **insured** seeking **damages** that are covered under Coverage A or Coverage B, **we** will:
  - (a) Defend the **insured** at **our** expense, using lawyers of **our** choice;
  - (b) Pay all expenses **we** incur in the defense of that lawsuit; and
  - (c) Pay all court costs assessed against that **insured**.

- (3) **We** will pay **post-judgment interest** due on any portion of the **damages** owed that are within **our** limits of liability under Coverage A and Coverage B. However, **our** duty to pay it on any one **claim** ends when **we** offer to the judgment creditor, or pay into court, that part of the judgment that **we** owe within **our** limits of liability under Coverage A and Coverage B, exclusive of all **post-judgment interest** and court costs.
- (4) Up to the limit stated in this provision, **we** will pay the cost of any bond required:
- By an appellate court as a condition precedent to appealing a lower court's judgment; or
  - To stay execution of a lower court's judgment while it is on appeal;
- if the appeal is from a judgment entered in a lawsuit for which **we** paid the fees of the **insured's** attorney through the date that judgment was entered. **We** have no duty to furnish or apply for any appeal bonds.

The limit of **our** liability for such bond depends on the nature of the judgment.

- If the judgment is for **damages** resulting from a single **bodily injury**, the limit of **our** liability for the cost of all such bonds is 10 percent of the "each **person**" limit of liability under Coverage A.
- If the judgment is for **damages** resulting from more than one **bodily injury** or, if there are multiple judgments resulting from more than one **bodily injury**, the limit of **our** liability for the cost of all such bonds is 10 percent of the "each **accident**" limit of liability under Coverage A.
- If the judgment is for **damages** resulting from **property damage**, the limit of **our** liability for the cost of all such bonds is 10 percent of the "each **accident**" limit under Coverage B, regardless of the number of such judgments.

- (5) **We** will reimburse an **insured** up to \$250 for each bail bond fee paid by that **insured** because of any one **accident** resulting from the **use** of an **auto** insured under Coverage A and Coverage B. **We** have no duty to furnish or apply for such bonds.
- (6) **We** will reimburse an **insured** for reasonable and necessary expenses incurred at **our** request during the defense of a civil lawsuit. This does not include wages or salary lost by an **insured** who is attending any proceedings related to the defense of a civil lawsuit.

Each of the coverages, listed above, applies initially to all **insureds**. However, they apply to an **individual** who is an **insured** solely because he or she has **permission** or **general consent** to **use** the **described auto**, (Category 4 **insured**), only until **we**:

- Offer to the claimant or judgment creditor, or pay into court, the full amount of **our** "each **person**" limit of liability under Coverage A and Coverage B, exclusive of **post-judgment interest** and court costs;
- Pay into court the full amount of **our** "each **accident**" limit of liability under Coverage A and Coverage B, exclusive of **post-judgment interest** and court costs; or
- Offer to the judgment creditor, or pay into court, that part of a judgment **we** owe within **our** limits of liability under Coverage A and Coverage B, exclusive of **post-judgment interest** and court costs.

After **we** take any one of the actions described in (a), (b), or (c), above, all of these additional coverages will cease to apply except those that are mandated by the laws of the state in which the lawsuit is properly pending.

#### COMPLETE EXCLUSIONS FROM COVERAGE A AND COVERAGE B

Coverage A and Coverage B do not cover any of the types of **damages** listed below.

- (1) **Damages** for **bodily injury** or **property damage** sustained by an **individual** employed by any **insured**, if the legal obligation arose out of an **occurrence** that took place in the course and scope of that employment. This exclusion does not apply to the **claim** of a **domestic employee**.
- (2) **Damages** for **property damage** to:
  - (a) Real or personal property **owned** by any **insured**;
  - (b) Personal property in the possession or control of the **insured** against whom the **claim** for **damages** is made;
  - (c) Personal property being transported by the **insured** against whom the **claim** for **damages** is made;
  - (d) Real or personal property, including any vehicle, rented to or in the charge of the **insured** against whom the **claim** for **damages** is made.

This exclusion does not apply if the **insured's** liability is based on **property damage** to:

- (a) A dwelling, or private garage, rented by **insured**;
- (b) An **auto**, during the time it is loaned to any **insured** by a **person** engaged in the **auto business**, for demonstration purposes; or
- (c) A **temporary substitute auto**.

#### PARTIAL EXCLUSIONS FROM COVERAGE A AND COVERAGE B

Coverage A and Coverage B do not cover any of the types of **damages** listed below unless no other policy of liability insurance provides coverage for those **damages** in the amount required by the applicable **financial responsibility law**. In that event, the minimum dollar amount of coverage required by the applicable **financial responsibility law** will be provided by this policy. No additional benefits that are not required by that law will be provided.

- (1) **Damages** owed to any fellow employee of an **insured** if the legal obligation arose out of an **occurrence** that took place in the course and scope of their mutual employment.
- (2) **Damages** that resulted from, and in the course of, any **insured's** duties as an employee of the United States Postal Service; if Title 28 of the United States Code (Federal Tort Claims Act), as amended, requires the United States Attorney General to defend the **insured** in any civil action that may result from that **bodily injury** or **property damage**.
- (3) **Damages** that did not result from an **accident**. But if an **innocent coinsured** makes a **claim** against an **insured** for **property damage**, and that **claim** is otherwise covered by Coverage B, we will not deny coverage based on the fact that such **insured** intended to cause the **property damage** or intended the act causing the **property damage**. In that situation, **our** liability is limited to the **innocent coinsured's ownership** interest in the damaged property.
- (4) **Damages** that resulted from the **use** of the **described auto** to transport **individuals**; if the **operator**, or any **owner**, of that **auto** was compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **described auto**.
- (5) **Damages** that resulted from the **use** of a **non-owned auto** by any **insured** to transport **individuals**, if that **insured** was compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger,

per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **non-owned auto**.

- (6) **Damages** that resulted from any **use** of farm machinery other than towing it with the **described auto**.
- (7) **Damages** that resulted from the **use**, or **maintenance** of, the **described auto** by any **person** engaged in the **auto business**. This exclusion does not apply to the **use** or **maintenance** of the **described auto** by:
  - (a) **You**; or
  - (b) Any **insured** in an **auto business** in which **you** have an interest as proprietor, partner, or shareholder.
- (8) **Damages** that resulted from the **ownership**, **use** or **maintenance** of any **auto**, other than the **described auto**, by any **person** engaged in the **auto business**.
- (9) **Damages** that resulted from the **ownership**, **use**, or **maintenance** of any **auto** while towing a **trailer** that is not specifically insured under a policy of liability insurance, unless it is a **utility trailer** covered under Coverage A or Coverage B.
- (10) **Damages** that resulted from **war**.
- (11) **Damages** that arose out of, and in the course of, any **insured's** employment by any governmental unit or governmental agency.
- (12) **Damages** that are also covered under a nuclear energy liability insurance policy.
- (13) **Damages** owed to any **insured, relative**, or **resident** of an **insured's** household.

#### NUMBER OF PERSONS INSURED UNDER COVERAGE A AND COVERAGE B

The insurance under Coverage A and Coverage B applies separately to each **insured** against whom a **claim** is made. But the existence of **claims** against more than one **insured** will not

increase **our** limit of liability for any one **occurrence**.

#### LIMIT OF OUR LIABILITY UNDER COVERAGE A AND COVERAGE B

The limits of **our** liability for Coverage A and Coverage B are stated in the **Declarations** and are further subject to the following limitations:

- (1) **Claims** against more than one **insured** will not increase **our** limit of liability for any one **occurrence**.
- (2) The limit of liability stated in the **Declarations** for Coverage A for "each **person**" is the limit of **our** liability for all **damages** arising out of one **person's bodily injury** from one **occurrence**. This limit includes all **damages** to others resulting from that **person's bodily injury** whether direct or derivative in nature.
- (3) The limit of liability stated in the **Declarations** for Coverage A for "each **accident**" is subject to the limit for "each **person**" and is the total limit of **our** liability for all **damages** arising out of **bodily injuries** to two or more **persons** from one **occurrence**. This limit includes all **damages** to others resulting from those injured **persons' bodily injuries** whether direct or derivative in nature.
- (4) The limit of liability stated in the **Declarations** for Coverage A, if denominated "single limit", is the total limit of **our** liability for all **damages**, arising out of **bodily injuries** or **property damage** sustained by one or more **persons** from one **occurrence**.
- (5) The limit of liability stated in the **Declarations** for Coverage B for "each **accident**" is the total limit of **our** liability for all **damages**, arising out of **property damage** sustained by one or more **persons** from one **occurrence**.
- (6) Any amount paid or payable under Coverage C will be deducted from the amounts

payable to that same **person** under Coverage A, unless the limit of liability for Coverage A has been exhausted.

- (7) Regardless of the limit of liability shown in the **Declarations**, the limit of liability under Coverage A and Coverage B for **persons** who are **insureds** solely because they have **permission** or **general consent** to use the **described auto** (Category 4 **insureds**), will be the minimum limits of liability insurance coverages mandated by the **financial responsibility law** that applies to the **occurrence**.
- (8) If an **innocent coinsured** makes a **claim** for **property damage** caused by another **insured's** intentional acts, and such **claim** would have been excluded from coverage but for the fact that the **insured** making the **claim** is an **innocent coinsured**, **our** liability is limited to the extent of the **innocent coinsured's ownership** interest in the damaged property.
- (9) If both an **auto** and a **utility trailer** are covered under Coverage A or Coverage B, **we** will treat them as one vehicle with respect to **our** limits of liability.
- (10) If a **person** who is an **insured** under Coverage A or Coverage B of this policy is **operating** a covered **auto** in another state or Canada, this policy will provide the minimum coverages required by the **financial responsibility law** applicable there, or the limits of liability shown in the **Declarations**, whichever is greater. If other insurance provides those required minimum limits to **our insured**, this policy will provide only the limits shown in the **Declarations** as applicable to that **insured**; and all conditions

## PART II - COVERAGE C – AUTO MEDICAL, DENTAL, AND FUNERAL EXPENSE COVERAGE

The following coverages are provided under this policy only if shown in the **Declarations** and are

and exclusions stated in this policy are then fully enforceable including the provision related to insurance with other companies.

### INSURANCE WITH OTHER COMPANIES

If a **claim** covered by Coverage A or Coverage B of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, Coverage A and Coverage B apply only as excess over all such other insurance.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which their benefits apply, the limits of Coverage A and Coverage B will be prorated with all such other policies, based on the applicable limits of each, up to the total limits of liability of all the applicable policies.

### CERTIFICATION OF COVERAGE

When this policy is certified as proof of financial responsibility for the future under any **financial responsibility law**, it will comply with the minimum requirements of that law but will not exceed the limits of liability stated in the **Declarations**. The certification will be effective only until **we** cancel it.

### AUTOMATIC INSURANCE ON UTILITY TRAILERS UNDER COVERAGE A AND COVERAGE B

Coverage A and Coverage B apply to a **utility trailer**, but **we** will treat an **auto** and a **utility trailer** as one vehicle with respect to the limits of liability of Coverage A and Coverage B.

subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

#### INSURING AGREEMENT FOR COVERAGE C

- (1) **We** will pay the **reasonable charges** for **necessary goods and services** for the treatment of **bodily injury** sustained by an **insured**, if that **bodily injury** directly results from an **accident** that occurs while that **insured** is **occupying** or **maintaining** an **auto**; but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

The **bodily injury** must be discovered, and treatment started, within one year of the **accident** date. The **insured** must notify **us** that treatment has started within one year of the **accident** date. The **reasonable charges** must be incurred within three years of the **accident** date.

- (2) **We** will pay the **reasonable charges** for funeral services for an **insured** if his or her death directly results from an **accident** that occurs while that **insured** is **occupying** or **maintaining** an **auto**; but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

#### ADDITIONAL DEFINITION USED IN COVERAGE C

In Coverage C **insured** means:

- (1) **You** or a **relative**:
- (a) While **occupying**, or **maintaining**, the **described auto**;
  - (b) While **occupying**, or **using**, a **non-owned auto**; or
  - (c) If **struck by** a **motor vehicle** while he or she was not **occupying** a vehicle of any type;

but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

- (2) Any **individual occupying**:

- (a) The **described auto** or a **non-owned auto**, if it is being **used** by **you** or a **relative**; or
- (b) The **described auto**, if it is being **used** by any **individual** with **permission** or **general consent**.

#### EXCLUSIONS FROM COVERAGE C

Coverage C does not cover:

- (1) Charges for the treatment of **bodily injury** sustained during the time the **described auto** is being **used** to transport **individuals**; if the **operator**, or any **owner**, of that **auto** is compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **described auto**.
- (2) Charges for the treatment of **bodily injury** sustained during the time a **non-owned auto** is being **used** by **you** or a **relative** to transport **individuals**, if **you** or that **relative** is compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **non-owned auto**.
- (3) Charges for the treatment of **bodily injury** resulting from the utilization of farm machinery other than the towing of such machinery with the **described auto**.
- (4) Charges for the treatment of **bodily injury** resulting from **war**.
- (5) Charges for the treatment of **bodily injury** sustained by any **person** if benefits are:

- (a) Payable to, or on behalf of, such **person** under any **compensation law** for the same **accident**; or
  - (b) Required by any **compensation law** to be provided to, or on behalf of, such **person** for the same **accident**.
- (6) Charges for the treatment of **bodily injury** sustained while an **insured** is **occupying** a **motor vehicle owned** by any **insured**, the **spouse** of any **insured**, or a **resident** of any **insured's** household, unless that vehicle is the **described auto**.
- (7) Charges for the treatment of **bodily injury** sustained while an **insured** is **occupying** a **motor vehicle** that any **insured**, the **spouse** of any **insured**, or a **resident** of any **insured's** household, has **general consent to use**; unless that vehicle is the **described auto**.
- (8) Charges for the treatment of **bodily injury** sustained while any **insured** was committing a felony, or seeking to elude lawful apprehension or arrest by a law enforcement official.
- (9) Charges for the treatment of **bodily injury** sustained in the course of the **insured's** occupation of parking, washing, selling, repairing, or servicing, vehicles of any type.

#### LIMIT OF **OUR** LIABILITY UNDER COVERAGE C

The limit of liability for Coverage C is stated in the **Declarations** and is subject to the following limitations:

- (1) The limit stated in the **Declarations** for Coverage C for "each **person**" is the limit of **our** liability for all covered charges incurred by, or on behalf of, each **person** who sustains **bodily injury** as a result of one **accident**.
- (2) Any amounts paid or payable, under another state's law that provides no fault benefits, personal injury protection benefits, or similar benefits, will be deducted from the amounts

payable under Coverage C for the same **bodily injury**.

- (3) If both an **auto** and a **utility trailer** are covered under Coverage C, **we** will treat them as one vehicle with respect to **our** limits of liability.

#### INSURANCE WITH OTHER COMPANIES

If a **claim** covered by Coverage C of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will apply only as excess over such other insurance.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which their benefits apply, the limits of Coverage C will be prorated with all such other policies, based on the applicable limits of each, up to the total limits of liability of all the applicable policies.

#### PAYMENTS UNDER COVERAGE C

All payments **we** make in accordance with the provisions stated below reduce the total amount payable under Coverage C.

**We** will pay the amounts due under this coverage directly to the **insured**, unless:

- (1) A perfected lien obligates **us** to pay someone else;
- (2) Medicare, Tricare, or any other entity having a right of recovery under applicable federal or state law, paid the **person** who rendered the treatment for which the covered charges were made; or
- (3) The **insured** made a valid assignment of his or her right to be paid under this coverage.

In that event, **we** will pay lien holders in the order their lien notices were received by **us**; and, at **our** option, **we** may also pay:

- (1) Medicare, Tricare, or any other entity having a right of recovery under applicable federal

- or state law, to the extent it paid any **person** who rendered the treatment for which the covered charges were made; and
- (2) Assignees, if **we** receive a copy of their assignments before **we** make payment for the same charges to someone else.

If, because of a lien, a payment by Medicare, Tricare, or any other entity having a right of recovery under applicable federal or state law, or an assignment of an **insured's** rights under this

coverage, **we** become obligated to pay any **person** an amount **we** have already paid to an **insured**, that **insured** agrees to promptly repay **us** that amount.

#### AUTOMATIC INSURANCE ON UTILITY TRAILERS

Coverage C applies to a **utility trailer**, but **we** will treat an **auto** and a **utility trailer** as one vehicle with respect to the limits of liability of Coverage C.

### PART III - COVERAGE D – AUTO ACCIDENTAL DEATH BENEFIT

The following coverage is provided under this policy only if it is shown in the **Declarations** and is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

#### INSURING AGREEMENT FOR COVERAGE D

**We** will pay the amount stated in the **Declarations** for Coverage D if an **accident** causes the **insured's** death. The death must occur within one year of the **accident** and result directly, and independently of all other causes, from **bodily injury** sustained when the **insured** was:

- (1) **Occupying an auto**; or
  - (2) **Struck by a motor vehicle** while he or she was not **occupying** a vehicle of any type;
- but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

#### ADDITIONAL DEFINITION USED IN COVERAGE D

In Coverage D, **insured** means **you**.  
If the **named insured** is not an **individual**, the word **insured** means the **operator** of the **described auto** if his or her death resulted from that **operation**.

#### EXCLUSIONS FROM COVERAGE D

Coverage D does not cover the death of an **insured**:

- (1) Resulting from **bodily injury** sustained:
  - (a) During the time the **described auto** is being **used** to transport **individuals**, if the **operator** or any **owner**, of that **auto** was compensated for the transportation of those **individuals**. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **described auto**;
  - (b) During the time a **non-owned auto** is being **used** by **you** to transport **individuals**, if **you** were compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the

**owner** or **operator** of the **non-owned auto**; or

- (c) While a sane **insured** is attempting suicide.
- (2) Resulting from **war**.
- (3) Resulting from suicide committed while the **insured** is sane.

#### PAYMENT OF THE COVERAGE D BENEFIT

The amount due under Coverage D will be paid to the surviving **spouse** of the deceased **insured**. If there is no surviving **spouse** at the time of payment, then to the estate of the deceased **insured**.

#### INSURANCE WITH OTHER COMPANIES

If a **claim** covered by Coverage D of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will not be affected and will pay its full benefit regardless of the fact that there is other applicable insurance.

#### INSURANCE WITH SHELTER MUTUAL INSURANCE COMPANY OR SHELTER GENERAL INSURANCE COMPANY

If a **claim** covered by Coverage D of this policy is also covered by one or more other policies issued by the Shelter Mutual Insurance Company or the Shelter General Insurance Company, all such policies apply and each will pay its full benefits.

### PART IV – COVERAGE E – UNINSURED MOTOR VEHICLE LIABILITY COVERAGE

The following coverage is provided under this policy only if it is shown in the **Declarations** and is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

#### INSURING AGREEMENT FOR COVERAGE E

If the **owner** or **operator** of an **uninsured motor vehicle** is legally obligated to pay **damages**, we will pay the **uncompensated damages**; but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

#### ADDITIONAL DEFINITIONS USED IN COVERAGE E

In Coverage E:

- (1) **Damages** means money owed to an **insured** for **bodily injuries**, sickness, or disease, sustained by that **insured** and caused, in whole or in part, by the **ownership** or **use** of an **uninsured motor vehicle**.

The following items are excluded from the definition of **damages**:

- (a) **Punitive damages**; and

- (b) An obligation created by a contract of any kind.

- (2) **Insured** means a **person** included in one of the following categories, but only to the extent stated in that category.

#### CATEGORY A:

- (a) **You**;
- (b) **Relatives**; and
- (c) **Individuals** listed in the **Declarations** as an “additional listed **insured**” who do not **own** a **motor vehicle**, and whose **spouse** does not **own** a **motor vehicle**.

#### CATEGORY B:

Any **individual**, not included in Category A, who is **using** the **described auto** with **permission** or **general consent**. The limit of **our** liability for **individuals** in this category is the minimum limit of uninsured motorist insurance coverage specified by the **uninsured motorist insurance law** or **financial responsibility law** applicable to

the **occurrence**, regardless of the limit stated in the **Declarations**.

- (3) **Uncompensated damages** means the part of the **damages** that exceeds the sum of:
- (a) The total amount paid to the **insured** by all **persons** obligated to pay those **damages**; plus
  - (b) The total amount paid, or payable, to the **insured** by the liability insurers of all **persons** obligated to pay those **damages**.

**ADDITIONAL DUTIES OF ALL INSURED IN THE EVENT OF A CLAIM UNDER COVERAGE E**

- (1) If a **hit-and-run motor vehicle** causes **bodily injury** to an **insured**, he or she must notify **us** within 24 hours of the **occurrence**, unless the **occurrence** renders him or her mentally or physically unable to do so. In that case, the **insured** must notify **us** as soon as he or she is mentally and physically able to do so. However, no **claim** will be denied based upon the **insured's** failure to provide this notice unless that failure prejudices **our** rights under this policy.
- (2) If an **insured**, or **insured's** legal representative, makes a **claim** for **damages** against any **person**, and a part of those **damages** may be payable under this coverage, that **insured** must promptly notify **us** of that **claim**.
- (3) If an **insured**, or an **insured's** legal representative, institutes a lawsuit seeking **damages** against any **person**, and a part of those **damages** may be payable under this coverage, that **insured** must promptly send **us** a copy of the summons, petition, complaint, or other process issued in connection with that lawsuit.

**PARTIAL EXCLUSIONS FROM COVERAGE E**

In **claims** involving the situations listed below, **our** limit of liability under Coverage E is the minimum

dollar amount required by the **uninsured motorist insurance law** and **financial responsibility law** of the state of Missouri:

- (1) If, without **our** written consent, the **insured** or the **insured's** legal representative releases any of the **insured's** rights of recovery against the **owner** or **operator** of an **uninsured motor vehicle** who is, or may be, legally liable for **damages** payable under this coverage.
- (2) If any part of the **damages** are sustained while **occupying a motor vehicle** without **permission** or **general consent**.
- (3) If any part of the **damages** are sustained while the **insured** is **occupying a motor vehicle owned** by any **insured**, the **spouse** of any **insured**, or a **resident** of any **insured's** household; unless it is the **described auto**.
- (4) If any part of the **damages** are sustained while the **insured** is **occupying a motor vehicle** that any **insured**, the **spouse** of any **insured**, or a **resident** of any **insured's** household, has **general consent to use**; unless it is the **described auto**.
- (5) If any part of the **damages** are caused by the **operator** of a **motor vehicle owned** by any governmental unit or governmental agency.
- (6) If any part of the **damages** are sustained during the time the **described auto** is being **used** to transport **individuals**, if either the **owner**, or the **operator**, of that **auto** is compensated for the transportation of those **individuals**. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to **you** or the **operator** of the **described auto**.
- (7) If any part of the **damages** are sustained during the time a **non-owned auto** is being

used by any **insured** to transport **individuals**, if that **insured** was compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **non-owned auto**.

- (8) If the applicable statute of limitations bars an **insured's claim** against the **owner** or **operator** of the **uninsured motor vehicle** who is responsible for the **damages**.
- (9) If any part of the **damages** are payable under this coverage because liability insurance for the **owner** or **operator** who caused the **damages** is excluded under Coverage A of this policy.
- (10) If any part of the amount owed to the **insured** is punitive **damages**.
- (11) If the **damages** resulted solely from sickness or disease, and the **insured** sustained no **bodily injury** as a result of the same **accident**.
- (12) If any part of the **damages** resulted from an **occurrence** that was not an **accident**.

#### NUMBER OF **PERSONS** INSURED UNDER COVERAGE E

The insurance under Coverage E applies separately to each **insured**. The presentation of **claims** by more than one **insured** will not increase **our** limit of liability for any one **occurrence**.

#### LIMITS OF **OUR** LIABILITY UNDER COVERAGE E

The limits of **our** liability under Coverage E are stated in the **Declarations** and are subject to the following limitations:

- (1) If more than one **uninsured motor vehicle** is involved the limits of **our** liability are not increased.
- (2) The limit shown in the **Declarations** for "each **person**" is the limit of **our** liability for all **uncompensated damages** of one **insured**. This limit applies to all **claims** made by others resulting from that **insured's bodily injury**, whether direct or derivative in nature.
- (3) The limit shown in the **Declarations** for "each **accident**" is subject to the limit for "each **person**" and is the total limit of **our** liability for all **uncompensated damages** of two or more **individuals**. This limit applies to all **claims** made by others resulting from those **insureds' bodily injuries**, whether direct or derivative in nature.
- (4) The limits shown in the **Declarations** will be reduced by the amount of the **damages** paid by the **owner** or **operator** of any **uninsured motor vehicle** who caused the **bodily injury** on which the **insured's claim** is based; but those limits will not be reduced below the amount required by the Missouri **uninsured motorist insurance law**.
- (5) Regardless of the limit of liability shown in the **Declarations**, the limit of **our** liability for **individuals** who meet the definition of **insured** solely because they have **permission** or **general consent to use** the **described auto** (Category B **insureds**), will be the minimum limits mandated by the Missouri **uninsured motorist insurance law**.

#### INSURANCE WITH OTHER COMPANIES

If a **claim** covered by Coverage E of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will apply only as excess over such other insurance.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which their benefits apply, the limits of Coverage E will be prorated with all such other policies, based on the applicable limits of each, up to the total limits of liability of all the applicable policies.

#### PAYMENTS UNDER COVERAGE E

**We** will pay any amount due under Coverage E to:

- (1) The **insured**;
- (2) The **insured's** parents or guardian if the **insured** is a minor;
- (3) Any **person** legally authorized to maintain and settle a **claim** for the **insured's** death, if **our** payment is for **damages** resulting from the **insured's** death;
- (4) Any **person** legally authorized to receive the payment for the **insured**;
- (5) Any holder of a perfected lien that obligates **us** to pay that lienholder;
- (6) Medicare, Tricare, or any other entity having a right of recovery under applicable federal or state law; or
- (7) Any **person** legally entitled to receive the payment because of a valid assignment by the **insured**.

**We** may, at **our** option, pay any amount due under this coverage to any **person** listed above and that payment will fully discharge **our** obligations under Coverage E.

#### OUR RIGHT TO SUBROGATION OR REIMBURSEMENT

To the extent allowed by law, **we** are entitled to be reimbursed by or to pursue **our** subrogation **claim** against any **person** who may be responsible for the **damages** upon which **our** payment under this coverage was based.

Any **person**, who receives payment under this coverage, agrees to cooperate with **us** in

enforcing **our** rights under this provision and to do nothing to prejudice **our** rights.

If an **insured** has a right of recovery against any **person** for **damages** paid under this coverage, but fails to file a lawsuit to enforce that right in the time allowed by the applicable statute of limitations and thereby prejudices **our** ability to enforce **our** rights under this policy provision, that **insured's** right to recover for the same **damages** under this policy are excluded.

If, without **our** written consent, the **insured** or the **insured's** legal representative releases any of the **insured's** rights of recovery against any **person** who may be responsible for the **damages** upon which **our** payment under this coverage was based and thereby prejudices **our** ability to enforce **our** rights under this policy provision, that **insured's** right to recover for the same **damages** under this policy are excluded.

#### TRUST AGREEMENT

If **we** make any payment under Coverage E:

- (1) **We** will be entitled to the proceeds of any settlement or judgment the **insured** obtains from or against any **person** for the **damages** upon which **our** payment was based. **Our** right extends only to the amount of **our** payment.
- (2) Any **person we** pay will hold in trust, for **our** benefit, all rights of recovery that the **insured** has, or later acquires, against any other **person** who may be responsible for the **damages** upon which **our** payment was based.
- (3) Any **person we** pay will do whatever is necessary to secure all rights of recovery that the **insured** may have against any other **person** who may be responsible for the **damages** upon which **our** payment was based, and will do nothing to prejudice those rights.

(4) If **we** request it in writing, any **person we** pay, and any **insured** on whose behalf the payment was made will take, through any representative designated by **us**, such action as may be necessary to recover **our** payment, from any **person** legally responsible for the **bodily injury** upon which **our** payment was based. Such action may be taken in the name of the **insured** on whose behalf **our** payment was made. **We**

will also be reimbursed, to the extent of any recovery, the expenses, costs, and attorneys' fees **we** incurred in connection with the action.

(5) Any **person** who **we** pay will execute and deliver to **us** such legal instruments and papers as may be appropriate to secure the rights and obligations created by this subsection.

PART V – **AUTO** PHYSICAL DAMAGE COVERAGES  
COVERAGE F – COLLISION COVERAGE  
COVERAGE G – COMPREHENSIVE COVERAGE  
COVERAGE J - REIMBURSEMENT FOR EMERGENCY ROAD SERVICE

The following coverages are provided under this policy only if they are shown in the **Declarations** and are subject to all conditions, exclusions, limitations of **our** liability, and the **deductibles** stated in this policy.

No **deductible** applies if the collision is with another vehicle **we** insure, unless that other vehicle is **owned** by **you** or a **resident** of **your** household.

INSURING AGREEMENT FOR COVERAGE F – COLLISION COVERAGE

**We** will pay the **direct loss** resulting from **property damage** to the **described auto** if it is caused by:

- (1) **Accidental** upset of the **described auto**; or
- (2) **Accidental** collision between the **described auto** and another object, other than:
  - (a) Hail;
  - (b) Falling objects;
  - (c) Flying objects;
  - (d) Objects being blown by the wind;
  - (e) People;
  - (f) Birds; or
  - (g) Animals;

but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

**We** will pay the amount by which the **direct loss** exceeds **your deductible**.

It is **our** right to elect whether **we** pay the **comparable value** or the **cost to repair** the **described auto** or any of its parts; unless the **property damage** is a partial loss that results from fire, in which case it is **your** right to elect one of those options. A partial loss is one that results in some destruction of the **auto** but, even after that loss, the **auto** retains its character and utility as such.

If a **claim** is covered under this coverage, **we** will also pay the reasonable cost **you** incur immediately after an **accident** to protect the **described auto** and its equipment from further damage. This does not include the cost of renting other transportation.

If **we** elect to pay the **comparable value** of a part that requires installation, **we** will pay to remove the damaged part and to install the **replacement part**.

If **we** elect to pay the **comparable value** of the **described auto** as a whole, **we** will also pay the amount by which that value was increased by the addition of items covered under the section titled: "LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G," up to the limit of that coverage; unless **we** return those items to **you** under the provisions of the section titled: "**CLAIM SETTLEMENT OPTIONS**."

**We** will not pay any **claim** under this coverage if that **claim** was paid under Coverage G.

#### INSURING AGREEMENT FOR COVERAGE G – COMPREHENSIVE COVERAGE

**We** will pay the **direct loss** resulting from **property damage** to the **described auto** unless it is caused by:

- (1) **Accidental** upset of the **described auto**; or
- (2) **Accidental** collision between the **described auto** and an object, other than:
  - (a) Hail;
  - (b) Falling objects;
  - (c) Flying objects;
  - (d) Objects being blown by the wind;
  - (e) People;
  - (f) Birds; or
  - (g) Animals.

**We** will pay the **direct loss** resulting from **property damage** to the **described auto** caused by **accidental** collision between the **described auto** and the objects listed in subparagraphs (a) through (g), above, under this coverage. But this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

**We** will pay the amount by which the **direct loss** exceeds **your deductible**.

It is **our** right to elect whether **we** pay the **comparable value** or the **cost to repair** the **described auto** or any of its parts, unless the

**property damage** is a partial loss that results from fire, in which case it is **your** right to elect one of those options. A partial loss is one that results in some destruction of the **auto** but, even after that loss, the **auto** retains its character and utility as such.

If a **claim** is covered under this coverage, **we** will also pay:

- (1) The reasonable cost **you** incur immediately after an **accident** to protect the **described auto** and its equipment from further damage. This does not include the cost of renting other transportation; and
- (2) The reasonable cost, up to a maximum of \$500, that **you** incur for replacing and reprogramming keys or door locks, if the **described auto** was stolen and then returned to **you**.

If **we** elect to pay the **comparable value** of a part that requires installation, **we** will pay to remove the damaged part and to install the **replacement part**.

If **we** elect to pay the **comparable value** of the **described auto** as a whole, **we** will also pay the amount by which that value was increased by the addition of items covered under the section titled: "LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G", up to the limit of that coverage; unless **we** return those items to **you** under the provisions of the section titled: "**CLAIM SETTLEMENT OPTIONS**".

If covered property is stolen, but recovered before **we** fully pay **your claim**, **we** may return it, at **our** expense, either to **you** or to **your** address shown in the **Declarations**. If **we** do so, **we** will pay **you** the **direct loss** for damage that occurred between the time of its theft and the time of its return. Abandonment of the property to **us** is not permitted.

If the **described auto** is stolen, **we** will pay up to \$30 per day for any additional transportation costs **you** paid because of the fact that the **described auto** was unavailable for **your use**. **We** will pay this benefit for a maximum of 45 days. This coverage begins 48 hours after the theft has been reported to **us** and ends when the **described auto** is returned to **you**, or **we** offer to settle **your claim** under this coverage, whichever occurs sooner. In no event will **we** be liable, under this coverage, for more than 45 days of benefits. No **deductible** applies to this benefit.

**We** will not pay any **claim** under this coverage if that **claim** was paid under Coverage F.

#### INSURANCE ON **NON-OWNED AUTOS** AND **RENTAL AUTOS** UNDER COVERAGE F AND COVERAGE G INSURING AGREEMENT

Coverage F and Coverage G, apply to **non-owned autos** (including **rental autos** that meet the definition of **non-owned autos**) while **you** or a **relative** are in possession of them. But this extension of coverage does not apply to any **auto** with a gross vehicle weight rating (GVWR) of more than 12,000 pounds.

#### LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G

Coverage F and Coverage G, apply to the types of items listed below. But the maximum **we** will pay for all such items stolen or damaged in any one **accident** is \$5000, regardless of the number of such items stolen or damaged; unless this limit is removed by an endorsement to this policy:

- (1) Paint applied to the **described auto** after its **original sale**;
- (2) Parts and equipment **permanently attached** to the **described auto** after its **original sale**;
- (3) Wireless components of equipment that was **permanently attached** to the **described auto** after its **original sale**; if the

**permanently attached** component is essential to the functioning of the wireless component; and

- (4) Child restraint systems in the **described auto** at the time of the **accident**.

It is **our** right to elect whether **we** pay the **comparable value** or the **cost to repair** the paint and equipment covered by this section.

If **we** request them, **you** must provide proof of purchase and installation records for the covered items to obtain this coverage.

#### LIMITED INSURANCE ON **NON-OWNED UTILITY TRAILERS** AND THEIR CARGO UNDER COVERAGE F AND COVERAGE G

Coverage F and Coverage G are extended to a **utility trailer** that is not **owned** by any **insured**, or a **resident** of any **insured's** household, while it is in **your** possession. Coverage F and Coverage G are also extended to cargo being hauled in any **utility trailer** covered under this provision, if that cargo is not **owned** by any **insured** or a **resident** of any **insured's** household. The limit of **our** liability is \$500 for the **trailer** and all covered cargo combined. Neither of these coverages extend to a **utility trailer**, or its cargo, that is otherwise insured for **property damage** regardless of the limits or **deductible** amount applying under such other insurance.

**We** will treat an **auto** and a **utility trailer** as separate vehicles with respect to the limits of liability and **deductible** provisions of Coverage F and Coverage G.

#### SPECIAL AGREEMENT FOR COVERAGE F AND COVERAGE G - **INNOCENT COINSURED**

The **claim** of an **innocent coinsured** for **property damage** to the **described auto** will not be denied based solely on the fact that another **insured** intended the act causing that **property**

**damage.** In that circumstance however, **our** liability is limited to the **innocent coinsured's ownership** interest in the **described auto.** This provision applies only to **claims** under Coverage F and Coverage G, and all other provisions that apply to these coverages remain unchanged.

#### INSURING AGREEMENT FOR COVERAGE J – REIMBURSEMENT FOR EMERGENCY ROAD SERVICE

**We** will pay one of the following amounts if the **described auto accidentally** becomes disabled:

- (1) The reasonable cost **you** paid for labor necessary to eliminate the cause of the disablement, if that labor is performed at the place it is disabled; or
- (2) The reasonable cost **you** paid for towing it to the nearest place it can be repaired to the extent necessary to eliminate the cause of the disablement.

But this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

**We** will not pay any **claim** under this coverage if:

- (1) That **claim** was paid under Coverage F;
- (2) That **claim** was paid under Coverage G;
- (3) **You** were reimbursed for the cost of labor or towing by any other source; or
- (4) **You** are contractually entitled to be reimbursed for the cost of labor or towing by any other source.

#### ADDITIONAL DEFINITION USED IN COVERAGE F, COVERAGE G, AND COVERAGE J

In Coverage F, Coverage G, and Coverage J, **insured** means **you.**

#### YOUR ADDITIONAL DUTIES UNDER COVERAGE F AND COVERAGE G

A **person** who makes a **claim** under Coverage F or Coverage G must:

- (1) Provide **us** with any written proofs of loss **we** require.
- (2) Take reasonable steps after any covered event to protect the covered **auto** and its equipment from more damage. This includes ceasing to **use** it after it is initially damaged, if a reasonable **individual** would recognize that continuing to **use** it might cause additional damage.
- (3) Promptly report any theft of the covered **auto**, or any part, to the police.
- (4) Allow **us** to inspect and appraise the covered **auto** or part before it is disposed of and before any repairs are started.

#### EXCLUSIONS FROM BOTH COVERAGE F AND COVERAGE G

Coverage F and Coverage G do not cover **property damage.**

- (1) Sustained during the time any **auto**, covered under Coverage F or Coverage G, is being **used** to transport **individuals**, if either the **owner**, or the **operator**, of that **auto** is compensated for the transportation of those **individuals.** This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to **you** or the **operator** of the **auto.**
- (2) Resulting from **war.**
- (3) To tires, unless they are attached to an **auto**, covered under Coverage F or Coverage G, and are damaged by:
  - (a) Fire;
  - (b) Vandalism;
  - (c) Theft; or
  - (d) An **accident** that also damaged other parts of that covered **auto.**
- (4) Resulting from the conversion, embezzlement, or concealment, of an **auto**, covered under Coverage F or Coverage G,

- by any **person** who has possession of it because of a lien, rental agreement, lease agreement, or sales agreement.
- (5) Resulting from radioactive contamination.
  - (6) To a detachable living-quarters unit equipped with **permanently attached** sleeping or cooking facilities.
  - (7) To any radar detection device.
  - (8) For which the **insured** has received payment from any other source. If that payment was in an amount less than that to which the **insured** is entitled under one of these coverages, **we** will pay the balance of the **insured's** covered loss.
  - (9) For which the **insured** is contractually entitled to receive payment from any other source. If that entitlement is an amount less than that to which the **insured** is entitled under this coverage, **we** will pay the balance of the **insured's** covered loss.
  - (10) For which the **insured** has released any **person** who is liable for the **property damage** on which the **claim** is based.
  - (11) If the applicable statute of limitations bars an **insured's claim** against any **person** legally responsible for the **property damage** on which the **claim** is based.
  - (12) Resulting from the continued **use** of an **auto**, covered under Coverage F or Coverage G, after it sustained **property damage**, if a reasonable **individual** would recognize that continuing to **use** it might cause additional **property damage**.
  - (13) Covered by any type of collision damage waiver, collision insurance, comprehensive insurance, or any similar contract, purchased by an **insured** in connection with the rental of a **rental auto**.

#### EXCLUSION FROM COVERAGE G ONLY

Coverage G does not cover **property damage** to any part of the **described auto** or a **non-owned auto** caused directly or indirectly, in whole or in part, by wear and tear, mold, fungus, spores,

freezing, mechanical breakdown, mechanical failure, electrical breakdown, or electrical failure, of the damaged part itself or any other part of the same vehicle. This exclusion does not apply to:

- (1) **Property damage** resulting from mold spores, or fungus, that occurs after, and because of, a covered **accident**;
- (2) **Property damage** that occurred while the vehicle was missing after a theft covered by Coverage G; or
- (3) **Property damage** caused by a fire that directly resulted from one of these excluded causes.

#### ADDITIONAL EXCLUSIONS APPLICABLE TO NON- OWNED AUTOS AND RENTAL AUTOS

Coverage F and Coverage G do not cover a **non-owned auto** (or a **rental auto** that meets the definition of **non-owned auto**) if:

- (1) It is:
  - (a) **Occupied** by its **owner** or the **owner's spouse**;
  - (b) **Occupied** by a stockholder, member, or officer of any legal entity that **owns** it;
  - (c) On loan to anyone, for demonstration purposes, by a **person** engaged in the **auto business**; or
  - (d) Being **used** to carry property for a charge.
- (2) **Our** coverage benefits any carrier or bailee for hire obligated to pay any part of the loss.
- (3) It is otherwise insured for **property damage** regardless of the **deductible** amount applying under such other insurance. This exclusion does not apply to a **rental auto**.
- (4) In connection with the renting of a **rental auto**, an **insured** purchases a collision damage waiver, collision insurance, comprehensive insurance, or any similar contract that specifically applies to **property damage** or **consequential loss** to that **rental auto**.

## CLAIM SETTLEMENT OPTIONS UNDER COVERAGE F AND COVERAGE G

If **we** elect to pay the **comparable value** of any item, **we** may, at **our** option, return any equipment covered under the section titled: "LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G," to **you**, and determine the **comparable value** of the other property on which the **claim** was based without considering that returned equipment. **We** will return that equipment only if it is not damaged or **we** pay to **repair** it.

If **we** elect to pay the **comparable value** of any item, **we** will do so only if all **owners** of that item sign, and deliver to **us**, all legal documents **we** request to give **us** full **ownership** of it.

If **we** elect to pay the **cost to repair** any item, **we** have the right to determine if **replacement parts** are needed and the type of **replacement parts** that will be considered in **our** calculation of the **cost to repair**. **You** may choose to use other **replacement parts** in the actual **repair** of the item. If **you** do so, **you** must pay any charges over the **cost to repair**.

## HOW SETTLED CLAIMS ARE PAID UNDER COVERAGE F AND COVERAGE G

These provisions apply to the payment of all **claims** under Coverage F and Coverage G except those involving payment for **rental autos** and those involving the payment for only glass parts.

### (1) CLAIMS WITH A LOSS PAYEE

If a loss payee is shown in the **Declarations**, **we** will pay settled **claims** under Coverage F or Coverage G as follows:

- (a) If **we** elect to pay the **comparable value**, **we** will pay that amount jointly to **you** and the loss payee unless **you**

authorize **us** to pay the loss payee separately.

- (b) If **we** elect to pay the **comparable value** and, prior to **our** payment, the loss payee has taken possession of the vehicle or part, **we** will pay that amount to the loss payee.
- (c) If **we** elect to pay the **cost to repair**, **we** will pay **our** estimate of that amount to **you** and, at **our** option, jointly to the loss payee.
- (d) If **we** elect to pay the **cost to repair** and, at the time **we** pay, the vehicle or part has been **repaired** but the repairer has not been paid, **we** will pay **our** estimate of the **cost to repair** jointly to **you** and the repairer; and, at **our** option, jointly to the loss payee.
- (e) If **we** have paid **our** estimate of the **cost to repair** as required in subparagraph (c) or (d), above, and the repairer charges **you** for covered parts or services that were not included in **our** estimate of the **cost to repair**, **we** will pay the amount of that charge:
  - (i) Jointly to **you** and the repairer if the repairer is still in possession of the vehicle or part; or
  - (ii) To the repairer only if **you** have taken possession of the repaired vehicle or part.

If **we** pay the loss payee for a loss that is not covered, **we** are entitled to the loss payee's right of recovery against **you** to the extent of **our** payment. **Our** right of recovery will not impair the loss payee's right to its full recovery.

The coverage for the loss payee's interest is only valid until **we** terminate it. The date of termination will be at least 10 days after the date **we** mail the termination notice to the loss payee's address shown in the **Declarations**.

**We** will not terminate coverage for the loss payee's interest because of:

- (a) Negligence by any **owner** of the **described auto**, except the failure to pay the premium when due;
  - (b) A change in the **described auto's ownership** that is unknown to **us**, unless the loss payee knew of it and failed to tell **us** within 10 days of the acquisition of that knowledge; or
  - (c) An error in accurately describing the **described auto**.
- (2) **CLAIMS WITHOUT A LOSS PAYEE**

If no loss payee is shown in the **Declarations**, **we** will pay settled **claims** under Coverage F or Coverage G as follows:

- (a) If **we** elect to pay the **comparable value**, **we** will pay that amount to **you**.
- (b) If **we** elect to pay the **cost to repair**, **we** will pay **our** estimate of that amount to **you**.
- (c) If **we** elect to pay the **cost to repair** and, at the time **we** pay, the vehicle or part has been **repaired** but the repairer has not been paid, **we** will pay **our** estimate of the **cost to repair** jointly to **you** and the repairer.
- (d) If **we** have paid **our** estimate of the **cost to repair** as required in subparagraph (b) or (c), above, and the repairer charges **you** for covered parts or services that were not included in **our** estimate of the **cost to repair**, **we** will pay the amount of that charge:
  - (i) Jointly to **you** and the repairer if the repairer is still in possession of the vehicle or part; or
  - (ii) To the repairer only if **you** have taken possession of the **repaired** vehicle or part.

#### HOW SETTLED **CLAIMS** FOR RENTAL AUTOS ARE PAID UNDER COVERAGE F AND COVERAGE G

When **we** agree to a settlement of a covered **claim** on a **rental auto**, **we** will pay the **owner** of that **rental auto**.

#### HOW SETTLED **CLAIMS** INVOLVING ONLY GLASS PARTS ARE PAID UNDER COVERAGE F AND COVERAGE G

If a **claim** involves damage to glass parts only, the following provisions apply.

- (1) If **we** elect to pay the **cost to repair**, **we** will do so only after the all **repairs** are completed.
- (2) If **we** elect to pay the **comparable value** of a glass part (as opposed to the **comparable value** of the **described auto** as a whole), **we** will do so only after the part is installed.
- (3) When **we** agree to pay a **claim**, **we** may, at **our** option, pay either the **person** who replaced or **repaired** the glass parts, or the **person** who arranged for that **repair** or replacement; unless **you** paid for the **repair** or replacement, in which event **we** will pay **you**.
- (4) If **we** elect to pay the **cost to repair** without using **replacement parts**, no **deductible** applies.

#### INSURANCE WITH OTHER COMPANIES (not applicable to **rental autos**)

If a **claim** covered by Coverage F, Coverage G, or Coverage J, of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will apply only as excess over such other insurance; but this provision does not apply to **rental autos**.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which their benefits apply, the limits of Coverage F and

Coverage G will be prorated with all such other policies, based on the applicable limits of each, up to the total limits of liability of all the applicable policies.

#### INSURANCE AND COLLISION DAMAGE WAIVERS ON RENTAL AUTOS

(1) If a **claim** covered by Coverage F, Coverage G, or Coverage J, of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverages under this policy will apply to the loss to that **auto**

on a primary basis without contribution from that other insurance, unless that other coverage was purchased by the **insured** in connection with the rental of the **auto**.

(2) If an **insured** purchases collision insurance, comprehensive insurance, a collision damage waiver, or any similar contract when renting an **auto** and it specifically applies to **property damage** or **consequential loss** to that **rental auto**, Coverage F and Coverage G do not cover any **claims** based on **property damage** to that vehicle.

Policy on file with DWP

Amendatory Endorsement  
Business Use Exclusion

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

**We** do not provide coverage under this policy while the **described auto** is being **used** for any commercial purpose, hauling for hire, or any similar business **use**.

A-513.4-A

Policy on file with DIER

CHASSIS, CAB AND BED  
ENDORSEMENT

(This coverage applies only when its endorsement number is shown in the **Declarations.**)

The provision headed: "LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G", is removed.

A-548.2-A

Policy on file with DIERP

**COLLISION AND COMPREHENSIVE  
MAXIMUM LIMIT ENDORSEMENT**

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

1. Under Part V — **AUTO PHYSICAL DAMAGE COVERAGES**, the following changes are made to increase the amount of coverage for paint and equipment added to the **described auto** after the time of its **original sale**:

The provision of the policy headed "LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G", is deleted and replaced with the following:

LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G  
Coverages F and G, apply to the types of items listed below:

- (1) paint applied to the **described auto** after its **original sale**;
- (2) parts and equipment **permanently attached** to the **described auto** after its **original sale**;
- (3) wireless components of equipment that was **permanently attached** to the **described auto** after its **original sale**; if the **permanently attached** component is essential to the functioning of the wireless component; and
- (4) child restraint systems in the **described auto** at the time of the **accident**.

It is **our** right to elect whether **we** pay the **comparable value** or the **cost to repair** the paint and equipment covered by this section.

If **we** request them, **you** must provide proof of purchase and installation records for the covered items in order to obtain this coverage.

2. Under Part V — **AUTO PHYSICAL DAMAGE COVERAGES**, the following provision is added to set a maximum dollar limit for those coverages:

LIMIT OF **OUR** LIABILITY UNDER COVERAGE F AND COVERAGE G

**Our** maximum liability under COVERAGE F — COLLISION and COVERAGE G — COMPREHENSIVE is the amount stated in the **Declarations** corresponding to the number shown on this endorsement. **We** will pay the **direct loss** as set out in the policy or that stated limit, whichever is less.

A-549.6-A

ADDITIONAL INSURED(S) UNDER  
WRITTEN LEASE ENDORSEMENT

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

The **person** listed in the **Declarations** as an “Additional Insured” with respect to this endorsement number will be considered an “additional listed insured” as that term is used in the policy, but only with respect to Coverage A, and only with respect to that **person’s ownership** or **maintenance** of the **described auto**. The following provisions also apply:

- (a) If this policy is cancelled or terminated for any reason, **we** will give written notice to the Additional Insured(s) by mailing it to that **person’s** last known address ten (10) days prior to the effective date of the cancellation or termination of the insurance as to that **person**.
- (b) The insurance provided to the Additional Insured by this endorsement will be effective only during the term of a written lease of the **described auto** executed by **you** and that Additional Insured.

A-602.7-A

Policy on file with DWP

## ADDITIONAL INTEREST(S) LIABILITY ENDORSEMENT

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

### EXTENSION OF INSURING AGREEMENT

Part I of the policy to which this endorsement is attached is extended to cover the **person(s)** listed in the **Declarations** as "Additional Interest(s)", but only with respect to liability directly resulting from **your operation** of the **described auto**. Such **person(s)** are not **named insureds**.

### ADDITIONAL PROVISIONS

1. If this policy is cancelled or terminated for any reason, or this endorsement is deleted from the policy, **we** will give written notice of such to the **person(s)** listed in the **Declarations** as "Additional Interest(s)" at least 10 days prior to the last date of their coverage.
2. **We** will not treat the **person(s)** listed in the **Declarations** as "Additional Interest(s)" as an **insured**, so as to exclude coverage, if such **person(s)** makes a **claim** under this coverage against another **insured**.

A-603.7-A

Policy on file with **POWER**

## AUTO LOAN / LEASE COVERAGE

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

The following events could affect **your** need or eligibility for this coverage and should be discussed with **your** insurance agent:

- (1) a change of **your described auto**;
- (2) early pay down, or pay off, of **your** loan;
- (3) change, or deletion, of **your** loss payee; and
- (4) removal of comprehensive or collision coverage from **your** policy.

This coverage applies only to the **described auto**.

This coverage is added to PART V – AUTO PHYSICAL DAMAGE COVERAGES by adding the following provision to the paragraph headed: “HOW SETTLED **CLAIMS** ARE PAID UNDER COVERAGE F AND COVERAGE G” under the subheading: “(1) **CLAIMS** WITH A LOSS PAYEE”:

If **we** elect to pay the **comparable value** and that amount is not sufficient to pay the remainder of any debt **you** still owe a loss payee or **lessor** for that **auto**, **we** will pay that loss payee or **lessor** the additional amount **you** owe subject to the following:

- (1) **We** will pay no more than an additional 25 percent of the **comparable value** of the **described auto** at the time of the **accident**, and
- (2) **You** must pay any applicable deductible.

This coverage applies only to:

- (1) loans from a financial institution secured by the **described auto**, and
- (2) **lease** agreements from an automobile dealer or sales agency in the business of **leasing autos** to the public.

This Coverage does not apply to:

- (1) loan or lease payments overdue at the time of the **accident**;
- (2) financial penalties, imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
- (3) security deposits that are not returned by the **lessor**;
- (4) credit life, health, accident, or disability, insurance premiums;
- (5) the cost of warranties;
- (6) carry-over balances from previous loans or **leases**; or
- (7) any other coverages or charges that are financed as a part of the purchase or **lease** contract.

**You** agree to determine when, and if, this coverage should be discontinued based on the outstanding balance of **your** secured loan or **lease** provisions.

A-609.6-A

## LIMITED TRUSTEE COVERAGE

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

The liability coverage provided for the trustee(s) shown as an **insured** in the **Declarations** is limited to liability of that trustee for actions required to fulfill responsibilities on behalf of the trust.

A-641.2-A

## SUPPLEMENTAL DISABILITY COVERAGE ENDORSEMENT

<u>Endorsement Number</u>	<u>Limit</u>
A-663.6-A	\$60 per week
A-663.7-A	\$120 per week

(This coverage applies only when its endorsement number is shown in the **Declarations**. The limit for **your** coverage is the amount shown above, that corresponds to the number of the endorsement shown in the **Declarations**)

### AMENDMENT

This coverage is not subject to the policy provision headed: "OTHER INSURANCE WITH SHELTER MUTUAL INSURANCE COMPANY OR SHELTER GENERAL INSURANCE COMPANY".

### DEFINITION USED IN THIS ENDORSEMENT

As used in this coverage:

**Insured** means each of the **individuals** listed in the **Declarations** with relation to the number of this endorsement.

**Disabled** means physically unable to perform the usual duties of one's regular occupation.

### INSURING AGREEMENT

**We** will pay an **insured** the amount agreed to below if that **insured** becomes **disabled** because of an **accidental bodily injury** he or she sustained while **occupying an auto**, or when struck by a **motor vehicle**.

### LIMITS OF LIABILITY

1. The insurance provided by this endorsement applies separately to each **insured**.
2. **Our** payment for any single week will not exceed the per week limit, shown above, that corresponds to the number shown in the **Declarations** for this endorsement.
3. **Our** payments will cease when the **insured** is able to perform the usual duties of his or her regular occupation, whether or not he or she actually returns to those duties.
4. **Our** payments will not exceed 52 weeks for all disability related to a single **accident**.

### EXCLUSIONS

This coverage does not apply to any disability:

1. Resulting from **bodily injury** sustained in the course of an **insured's** occupation of repairing or servicing of **autos**;
2. Resulting from **bodily injury** sustained in the course of an **insured's** occupation of loading or unloading of a commercial **non-owned auto**;
3. Caused by **war**; or
4. Caused by **suicide**, or any attempt at suicide, committed while sane.

A-663.6-A  
A-663.7-A

UNINSURED MOTORISTS **PROPERTY DAMAGE** ENDORSEMENT  
(**DIRECT LOSS** LESS \$250 **DEDUCTIBLE**)

<u>Endorsement Number</u>	<u>Liability Limit</u>
A-666.3-A	\$15,000
A-666.4-A	\$25,000
A-666.5-A	\$50,000

This coverage applies when an endorsement and limit is shown in the **Declarations**; and is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

#### INSURING AGREEMENT

**We** will pay **you** the **direct loss** resulting from **accidental property damage** to the **described auto** caused by physical contact between it and an **uninsured motor vehicle**; but this agreement is subject to all conditions, exclusions, and limitations of **our** liability stated in this policy.

#### **YOUR** ADDITIONAL DUTIES AND THOSE OF THE **OPERATOR** OF THE **DESCRIBED AUTO** AFTER AN **ACCIDENT**

- (1) The **operator** of the **described auto** must exercise reasonable diligence in attempting to determine the identity of the **owner** or **operator** of a vehicle that caused the **accident**.
- (2) **You** must report the **accident** to appropriate law enforcement agencies, and to **us**, within a reasonable time.
- (3) **You** must make the **described auto** available for **our** inspection within a reasonable time after the **accident**.
- (4) **You**, and the **operator** of the **described auto**, must provide **us** with a statement under oath setting forth the facts related to the **accident** within 30 days after the **accident** if **we** request it.

#### COMPLETE EXCLUSIONS FROM THIS COVERAGE

This coverage does not apply to **property damage**:

- (1) Caused by **you** or a **relative**;
- (2) For which **you** made any settlement with a **person** who may be legally liable for the **property damage**; or
- (3) For which **we** made any payment under Coverage F or Coverage G of this policy.

#### LIMITS OF **OUR** LIABILITY

The maximum limits of **our** liability for this coverage, and the applicable **deductible**, are stated in the **Declarations**. They are subject to the following limitations:

- (1) The inclusion of more than one **insured** will not operate to increase **our** limit of liability.
- (2) The limit of liability stated for this coverage in the **Declarations** is **our** maximum limit of liability for all **property damage** resulting from any one **occurrence**. This is the most **we** will pay regardless of the number of:
  - (a) Policies involved;
  - (b) **Insureds**;
  - (c) **Claims** made; or
  - (d) Vehicles involved in the **accident**.
- (3) Any amount payable under this coverage will be reduced by the amount paid by, or on behalf of, anyone responsible for the **property damage** on which the **claim** is based.

#### INSURANCE WITH OTHER COMPANIES

If a **claim** covered by this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will apply only as excess over such other insurance.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which benefits are payable under each, the benefits of this policy will be prorated with all such other policies based on the limits.

## TRUST AGREEMENT

If **we** make any payment under this coverage:

- (1) **We** will be entitled to the proceeds of any settlement or judgment you obtain from or **against** any **person** for the **property damage** that **our** payment was based upon. **Our** right extends only to the amount of **our** payment.
- (2) **You** will hold in trust, for **our** benefit, all rights of recovery that **you** have, or later acquire, against any **person** who may be responsible for the **property damage** that **our** payment was based upon.
- (3) **You** will do whatever is necessary to secure all rights of recovery that **you** may have against any **person** who may be responsible for the **property damage** that **our** payment was based upon, and will do nothing to prejudice those rights.
- (4) If **we** request it, **you** will take, through any representative designated by **us**, such action as may be necessary or appropriate to recover **our** payment from any **person** legally responsible for the **property damage** **our** payment was based upon. Such action may be taken in **your** name. In the event of a recovery, **we** will be reimbursed, to the extent of that recovery, the expenses, costs and attorneys' fees **we** incurred in connection with the action, in addition to the amounts **we** paid.
- (5) **You** will execute and deliver to **us** such legal instruments and papers as may be appropriate to secure the rights and obligations created by this subsection.

## NOTICE OF LEGAL ACTION

If, before or after **we** make payment of a **claim** under this **coverage**, **you** sue a **person** who may be legally responsible for the **property damage** **our** payment was based upon, **you** will promptly forward a copy of the summons, complaint, or other process served in connection with such legal action to **us**.

A-666.3-A thru A-666.5-A

Policy on file with DLR

## ENDORSEMENT

### CHURCH BUS

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

All coverages afforded by this policy apply to the **described auto** only while it is being **used** as transportation to, or from, a **church event**. No coverage is provided for **non-owned autos**.

#### ADDITIONAL DEFINITIONS USED IN THIS ENDORSEMENT:

**Church event** means:

- (a) a religious worship service, or
- (b) a secular event sponsored by a church.

#### ADDITIONAL EXCLUSIONS

The insurance provided under Coverage A does not apply to injuries sustained by any passenger in the **described auto** who is not taking part in a **church activity** as either a direct participant or spectator.

A-667.3-A

Policy on file with DHP

## ADDITIONAL INSURED LIABILITY ENDORSEMENT

### SUPPLEMENTAL INSURING AGREEMENT

**We** will pay **damages** on behalf of any **person** listed in the **Declarations** as an "Additional Insured(s)" if those **damages** result from **your use** of the **described auto**; but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

### ADDITIONAL PROVISIONS

1. If this policy is cancelled or terminated for any reason, or this endorsement is deleted from the policy, **we** will give written notice of such to any **person** listed in the **Declarations** as "Additional Insured(s)" at least 10 days prior to the last date of coverage.
2. If a **person** listed in the **Declarations** as an "Additional Insured(s)" makes a claim against another **insured**, **we** will not exclude this **coverage** solely on the basis that such **person** is an **insured** under this policy.

A-671.1-A

Policy on file with DWP

## EMPLOYEES - FULL LIABILITY LIMITS ENDORSEMENT

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

Under the heading: "ADDITIONAL DEFINITIONS USED IN COVERAGE A AND COVERAGE B" the definition of **insured** is amended by adding the following category:

### CATEGORY 5

**Individuals** who are **your** employees are **insureds** for **claims** resulting from their **use** of the **described auto**. The limit of their coverage is the full amount stated in the **Declarations**.

A-692.3-A

RESTRICTED COVERAGE FOR MOTORCYCLE/RECREATIONAL VEHICLE  
(This coverage applies only when its endorsement number is shown in the **Declarations.**)

POLICYHOLDERS PLEASE NOTE:  
THIS POLICY PROVIDES COVERAGE FOR THE USE OF THE DESCRIBED AUTO ONLY.

1. AMENDED AND ADDITIONAL DEFINITIONS APPLICABLE TO THE ENTIRE POLICY

A. The policy definition of **auto** is removed and the following definition is substituted for it:

**Auto** means a vehicle with at least two wheels and any motorized snow treading vehicle.

B. The policy definition of **auto business** is removed and the following definition is substituted for it:

**Auto business** means the selling, renting, leasing, repairing, servicing, storing, or parking of **autos**, if the **person** engaged in that conduct receives any form of compensation for it.

C. The policy definition of **utility trailer** is removed and the following definition substituted for it:

**Utility trailer** means a trailer designed to be towed by the **described auto**.

D. The following definition is added to the policy:

**Unlawfully used** means that the **use** of the vehicle did not comply with every law and regulation governing:

- (1) the location at which the vehicle can be lawfully **used**;
- (2) the roads on which the vehicle can be lawfully **used**; or
- (3) the licensing, registration, speed capability, and equipment, requirements related to the vehicle itself.

2. AMENDED DEFINITION APPLICABLE TO COVERAGES A AND B

The definition of **damages** in Part I of the policy is removed and the following substituted for it:

(1) **Damages** means money, including pre-judgment interest, that an **insured** is legally obligated to pay another **person** for **bodily injury, property damage, or consequential loss**, caused by an **occurrence** resulting from that **insured's ownership, maintenance, or use** of the **described auto**.

The following items are excluded from the definition of **damages**:

- (a) **punitive damages**; and
- (b) any amount payable under the terms of a contract.

3. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGES A AND B

In addition to the exclusions contained in the policy, the following exclusions also apply to all amounts of coverage if any other policy of liability insurance provides coverage. If no other policy of liability insurance provides coverage, Coverages A and B provide coverage for those **damages** only in the minimum dollar amounts required by the applicable **financial responsibility law**; and no additional benefits not required by that law will be provided.

- A. Coverages A and B do not apply to **bodily injury** or **property damage** sustained while the **described auto** is being towed.
- B. Coverages A and B do not apply to **bodily injury** or **property damage** sustained while the **described auto** is being **used** in, or in preparation for, any prearranged or organized race, speed, or driving contest.
- C. Coverages A and B do not apply to **bodily injury** or **property damage** sustained while the **described auto** is engaged in jumping off of, or from, any ramp or embankment.

- D. Coverages A and B do not apply to **bodily injury** or **property damage** sustained while the **described auto** is towing any object except a **utility trailer**.
- E. Coverages A and B do not apply to **bodily injury** or **property damage** sustained while the **described auto** is being **unlawfully used**.

#### 4. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE C

In addition to the exclusions contained in the policy, the following exclusions also apply:

- A. Coverage C does not apply to the treatment of **bodily injury** sustained while the **described auto** is being towed.
- B. Coverage C does not apply to the treatment of **bodily injury** sustained while the **described auto** is being **used** in, or in preparation for, any prearranged or organized race, speed, or driving contest.
- C. Coverage C does not apply to the treatment of **bodily injury** sustained while the **described auto** is engaged in jumping off of, or from, any ramp or embankment.
- D. Coverage C does not apply to the treatment of **bodily injury** sustained while the **described auto** is towing any object except a **utility trailer**.
- E. Coverage C does not apply to **bodily injury** sustained while the **described auto** is being **unlawfully used**.

#### 5. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE D

In addition to the exclusions contained in the policy, the following exclusions also apply:

- A. Coverage D does not apply if the death results from **bodily injury** sustained while the **described auto** is being towed.
- B. Coverage D does not apply if the death results from **bodily injury** sustained while the **described auto** is being **used** in, or in preparation for, any prearranged or organized race, speed, or driving contest.
- C. Coverage D does not apply if the death results from **bodily injury** sustained while the **described auto** is engaged in jumping off of, or from, any ramp or embankment.
- D. Coverage D does not apply if the death results from **bodily injury** sustained while the **described auto** is towing any object except a **utility trailer**.
- E. Coverage D does not apply if the death results from **bodily injury** sustained while the **described auto** is being **unlawfully used**.

#### 6. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE E

In addition to the exclusions contained in the policy, the following exclusions also apply to all amounts of coverage in excess of that required by any applicable **uninsured motorist insurance law**:

- A. Coverage E does not apply to **bodily injury** sustained while the **described auto** is being towed.
- B. Coverage E does not apply to **bodily injury** sustained while the **described auto** is being **used** in, or in preparation for, any prearranged or organized race, speed, or driving contest.
- C. Coverage E does not apply to **bodily injury** sustained while the **described auto** is engaged in jumping off of, or from, any ramp or embankment.
- D. Coverage E does not apply to **bodily injury** sustained while the **described auto** is towing any object except a **utility trailer**.
- E. Coverage E does not apply to **bodily injury** sustained while the **described auto** is being **unlawfully used**.

#### 7. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGES F AND G

In addition to the exclusions contained in this policy, the following exclusions also apply:

- A. Coverages F and G do not apply to **property damage** sustained while the **described auto** is being **used** in, or in preparation for, any prearranged or organized race, speed, jumping or driving contest.

- B. Coverages F and G do not apply to **property damage** sustained while the **described auto** is engaged in jumping off of, or from, any ramp or embankment.
- C. Coverages F and G do not apply to **property damage** sustained while the **described auto** is towing any object except a **utility trailer**.
- D. Coverages F and G do not apply to **property damage** sustained while the **described auto** is consigned to, or is in the care, custody, or control of any **person** other than **you**, for purposes of renting it, leasing it, or selling it.
- E. Coverages F and G do not apply to **property damage** sustained while the **described auto** is being **unlawfully used**.

8. NO COVERAGE FOR THE COST OF TRANSPORTATION IF THE **DESCRIBED AUTO** IS STOLEN

The provision in Coverage G related to the additional cost of transportation if the **described auto** is ~~stolen~~ is deleted.

9. NO COVERAGE FOR **NON-OWNED AUTOS AND RENTAL AUTOS**

The provisions in Coverages F and G, extending those coverages to certain **non-owned** and ~~rental autos~~, are deleted.

A-701.7-A

Policy on file with DIER

## TRAILER PHYSICAL DAMAGE ENDORSEMENT

(This provision applies only when its endorsement number is shown in the **Declarations**.)

The following changes apply to this policy:

1. In the section of the policy headed: "PART V – **AUTO PHYSICAL DAMAGE COVERAGES**", the subsection headed "INSURANCE ON **NON-OWNED AUTOS AND RENTAL AUTOS** UNDER COVERAGE F AND COVERAGE G", is deleted.
2. In the section of the policy headed: "PART V – **AUTO PHYSICAL DAMAGE COVERAGES**", the subsection headed: "LIMITED INSURANCE ON **NON-OWNED UTILITY TRAILERS** AND THEIR CARGO UNDER COVERAGE F AND COVERAGE G" is deleted.

A-708.4-A

## TRAILER LIABILITY ENDORSEMENT

(This provision applies only when its endorsement number is shown in the **Declarations**.)

The following changes apply to this policy:

1. In the section of the policy headed: "DEFINITIONS", the definitions of **described auto**, **non-owned auto**, and **rental auto**, are deleted; and the following definitions are substituted for them:

**Described auto** means the **trailer** described in the **Declarations**, but only if a **named insured owns** that **trailer**.

**Non-owned auto** means any **utility trailer** being other than:

- (a) The **trailer** listed in the **Declarations**;
  - (b) A **trailer owned** by any **insured, spouse**, or a **resident** of any **insured's** household; or
  - (c) A **trailer** that any **insured, spouse**, or a **resident** of any **insured's** household has **general consent to use**.
- A **rental auto** is a **non-owned auto** if it is not an **auto** described by (a), (b), or (c) above and otherwise meets the definition of **rental auto**.

**Rental auto** means a **utility trailer** furnished:

- (a) For money;
- (b) To **you** or a **relative**;
- (c) By a commercial **auto** rental business;
- (d) Under the terms of a written agreement; and
- (e) For a period of less than 30 consecutive days.

2. In the section of the policy headed: "POLICY TERMS APPLICABLE TO MORE THAN ONE PART OF THE POLICY", the subsections headed: "THIRTY-DAY TEMPORARY INSURANCE ON REPLACEMENT **AUTOS**", and "THIRTY-DAY TEMPORARY INSURANCE ON ADDITIONAL **AUTOS**" are both deleted.
3. In the section of the policy headed: "PART I – **AUTO** LIABILITY", the subsection headed: "AUTOMATIC INSURANCE ON **UTILITY TRAILERS** UNDER COVERAGE A AND COVERAGE B" is deleted.
4. NO UNINSURED MOTOR VEHICLE LIABILITY COVERAGE IS PROVIDED.
5. NO UNDERINSURED MOTORIST COVERAGE IS PROVIDED.
6. NO UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE IS PROVIDED.

## **AUTO LOSS OF USE COVERAGE**

Endorsement Number	Limit
A-719-A	\$100
A-719.1-A	\$150
A-719.2-A	\$200
A-719.3-A	\$250

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

If **we** pay for loss under Coverage F or Coverage G for damage to the **described auto**; and, during the time that **auto** was being repaired, **you** were unable to use it, **we** will pay **you** the limit shown above corresponding to the endorsement number shown in the **Declarations**

Any amount payable under this coverage is reduced by any loss of use payment we make under Coverage G.

A-719-A thru A-719.3-A

Policy on file with DEEP

AMENDATORY ENDORSEMENT – MOTOR HOME

(This coverage applies only when its endorsement number is shown in the **Declarations.**)

Under PART V – AUTO PHYSICAL DAMAGE COVERAGES, the following change is made in order to increase the amount of coverage for paint and equipment added to the **described auto** after the time of its **original sale**.

The limit of **our** liability under the section headed “LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F and COVERAGE G”, is amended by deleting the following language:

“But the maximum **we** will pay for all such items stolen or damaged in one **accident** is \$5000, regardless of the number of such items stolen or damaged; unless this limit is removed by an endorsement to this policy.”

A-720-A

Policy on file with DWR

## SINGLE LIMIT OF LIABILITY

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

The provision headed: "LIMIT OF **OUR** LIABILITY UNDER COVERAGE A AND COVERAGE B" is deleted and replaced with the following:

### LIMIT OF **OUR** LIABILITY UNDER COVERAGE A AND COVERAGE B

The limit of **our** liability stated in the schedule below for the endorsement that corresponds with the number shown in the **Declarations** is the limit of **our** liability for all **bodily injury, property damage, and consequential loss**, resulting from any one **occurrence**. This limit includes all other damages resulting from **bodily injury** whether direct or derivative in nature.

**We** will pay no more than this maximum limit regardless of the number of **persons** covered, vehicles or premiums shown in the **Declarations, claims** made, or vehicles involved in the **accident**.

### SCHEDULE

Coverages  
**Bodily Injury Liability and  
Property Damage Liability Combined**

#### Endorsement Number

#### Limit of Liability

A-721-A  
A-721.1-A  
A-721.2-A  
A-721.3-A  
A-721.4 -A

\$ 300,000  
\$ 500,000  
\$ 750,000  
\$ 1,000,000  
\$ specific amount stated in **Declarations**

A-721-A thru A-721.4-A

Policy on file

ENDORSEMENT

AMENDMENT OF PART V - AUTO PHYSICAL DAMAGE COVERAGE

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

Limited Coverage for Detachable Living Quarters Unit

<u>Endorsement Number</u>	<u>Limit</u>
A-722-A	\$500
A-722.1-A	\$1000
A-722.2-A	\$2000
A-722.3-A	\$4000
A-722.4-A	<b>Direct Loss</b>

Under all other terms and conditions of Coverages F & G **we** will pay up to the amount shown above, corresponding to the endorsement number shown in the **Declarations**, for a covered loss to one detachable living quarters unit designed to be attached to the **described auto**.

This amendment of coverage is subject to all the terms of COVERAGE F and COVERAGE G except that the provisions of the paragraph headed "INSURANCE ON **NON-OWNED AUTOS AND RENTAL AUTOS** UNDER COVERAGE F AND COVERAGE G" apply to include a detachable living quarters unit only if, at the time of the **accident**:

- (a) that unit and the **non-owned auto**, are attached;
- (b) that unit and the **non-owned auto** are **owned** by the same **person**; and
- (c) that unit and the **non-owned auto** are in the possession of, or under the control of, either **you** or a **relative**.

A-722-A thru A-722.4-A

Policy Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
State Line Co Family Unit

## DRIVER LIABILITY EXCLUSION AGREEMENT

If \_\_\_\_\_ is a member of a **named insured's** household, this policy provides no liability coverage for **damages** arising out of his or her **use** of any vehicle. If he or she is not a member of a **named insured's** household, this policy provides only the amount of coverage required by the applicable **financial responsibility law** for **damages** arising out of his or her **use** of any vehicle.

This provision does not affect the right of recovery of the loss payee, if any, named in the **Declarations**.

**Named Insured** \_\_\_\_\_

This exclusion agreed to:

\_\_\_\_\_  
Signature of **Named Insured**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Agent No.

Policy Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
State Line Co Family Unit

### DRIVER LIABILITY EXCLUSION ENDORSEMENT

If an excluded driver named in the **declarations** is a member of a **named insured's** household, this policy provides no liability coverage for **damages** arising out of the excluded driver's **use** of any vehicle. If he or she is not a member of a **named insured's** household, this policy provides only the amount of coverage required by the applicable **financial responsibility law** for **damages** arising out of the excluded driver's **use** of any vehicle.

This provision does not affect the right of recovery of the loss payee, if any, named in the **Declarations**.

A-723.5-A

ATTACHED EQUIPMENT  
ENDORSEMENT

(The following coverage is provided under this policy only if its endorsement number is shown in the **Declarations**; and it is subject to all conditions, exclusions, and limitations of **our** liability stated in this policy.)

The following additional limitations apply to this policy if a covered **accident** occurs while the equipment shown on the **Declarations** for this endorsement number is attached to the **described auto**:

1. Under the heading: "PARTIAL EXCLUSIONS FROM COVERAGE A AND COVERAGE B", the following exclusion is added:  
  
"Damages that resulted from the use of the **described auto** for any purpose other than transportation."
2. Under the heading: "EXCLUSIONS FROM COVERAGE C" the following exclusion is added:  
  
"Charges for the treatment of **bodily injury** sustained during the time the **described auto** is being **used** for any purpose other than transportation."
3. Under the heading: "EXCLUSIONS FROM COVERAGE D" the following exclusion is added:  
  
"Resulting from the use of the **described auto** for any purpose other than transportation."
4. Under the heading: "PARTIAL EXCLUSIONS FROM COVERAGE E" the following exclusion is added:  
  
"If any part of the **damages** are sustained during the time the **described auto** is being used for any purpose other than transportation."
5. Under the heading: "EXCLUSIONS FROM BOTH COVERAGE F AND COVERAGE G" the following exclusion is added:  
  
"Sustained during the time any **auto**, covered under Coverage F or Coverage G, is being used for any purpose other than transportation."

A-724-A

## RENTAL REIMBURSEMENT

<u>Endorsement Number</u>	<u>Limit Per Day</u>
A-725-A	\$20
A-725.1-A	\$30
A-725.2-A	\$40
A-725.3-A	\$50

(This coverage applies when this endorsement number and limit is shown in the **Declarations**.)

If, while this endorsement is in force, **you** have a covered loss under Coverage F or Coverage G and **you** are not able to use the covered **auto**, **we** will repay **you** for **your** cost of renting an **auto** from a commercial rental agency or commercial repair facility.

**We** will pay the amount **you** actually incur up to the per-day limit shown above for the number of the endorsement shown in the **Declarations**. The per-day limit includes all rental fees and mileage charges.

If **your** insured **auto** is not drivable immediately after the accident, coverage starts immediately. If it is drivable, coverage starts the day the **auto** is taken to a commercial repair facility.

Coverage ends when any of the following occurs:

- (1) **we** offer **you** a settlement;
- (2) the covered repairs are completed;
- (3) **your auto** is returned to service; or
- (4) thirty days of rental charges have accrued, or have been paid.

If **your** insured **auto** is stolen, payment for transportation expenses will be made under INSURING AGREEMENT FOR COVERAGE G of the policy. However, the limits for this coverage will apply if they exceed the dollar limit available under that coverage.

A-725-A thru A-725.3-A

ENDORSEMENT

EXTENDED **AUTO ACCIDENTAL** DEATH BENEFIT

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

The provision headed: "ADDITIONAL DEFINITION USED IN COVERAGE D" is deleted and replaced with the following:

ADDITIONAL DEFINITION USED IN COVERAGE D

In Coverage D, **insured** means:

- (1) any **named insured**;
- (2) the **spouse** of any **named insured**; and
- (3) any **person** named in the **Declarations** with respect to this endorsement number.

A-726-A

Policy on file with DWP

## ENDORSEMENT

### COMPRESSED GAS EXCLUSION

(This provision applies only when its endorsement number is shown in the **Declarations**.)

No coverage is provided under any provision of this policy for **bodily injury, property damage, or consequential loss**, caused in whole or in part by bottled or compressed gas (irrespective of the name given to that product):

- (1) while that gas is being loaded into, or upon, any vehicle;
- (2) while that gas is in, or upon, any vehicle;
- (3) while that gas is being unloaded from any vehicle;
- (4) during any release, or escape, of that gas; or
- (5) subsequent to any release, or escape, of that gas.

The provisions of this endorsement apply irrespective of the fact that the vehicle insured under this policy is itself fueled by bottled or compressed gas.

A-727-A

Policy on file with DWP

## ENDORSEMENT

### ANHYDROUS AMMONIA EXCLUSION

(This provision applies only when its endorsement number is shown in the **Declarations**.)

No coverage is provided under any provision of this policy for **bodily injury, property damage, or consequential loss**, caused in whole or in part by bottled or compressed anhydrous ammonia:

- (1) while that anhydrous ammonia is being loaded into, or upon, any vehicle;
- (2) while that anhydrous ammonia is in, or upon, any vehicle;
- (3) while that anhydrous ammonia is being unloaded from any vehicle;
- (4) during any release, or escape, of that anhydrous ammonia; or
- (5) subsequent to any release, or escape, of that anhydrous ammonia.

A-728-A

Policy on file with DWP

EMPLOYERS' **NON-OWNED AUTO**  
LIABILITY ENDORSEMENT

(This coverage applies only when its endorsement number is shown in the **Declarations**.)

THIS IS AN EXTENSION OF THE INSURING AGREEMENTS FOR PART I - **AUTO** LIABILITY COVERAGES -  
COVERAGE A - **BODILY INJURY** LIABILITY COVERAGE - COVERAGE B - **PROPERTY DAMAGE** LIABILITY  
COVERAGE

INSURING AGREEMENT FOR THIS ENDORSEMENT

Coverages A and B are extended to cover **your** liability for **damages** that directly result from the **use** of a **non-owned auto**, or non-owned **trailer**, by any **person** employed by **you** if that **use** is within the scope of his or her employment.

ADDITIONAL EXCLUSIONS OF COVERAGE UNDER THIS ENDORSEMENT

This coverage does not apply to **damages** resulting from the **use** of any **auto**:

- (1) **owned** by **your** business partner;
- (2) **owned** by an entity in which **you** have any ownership interest unless the **person using** the **auto** is **your** employee and not the employee of that entity;
- (3) hired, or **rented**, by **you**;
- (4) in the **auto business**.

A-729-A

Policy on file with DWP

ENDORSEMENT

GOVERNMENTAL IMMUNITY

(This provision applies only when its endorsement number is shown in the **Declarations**.)

If a **claim** is otherwise covered by the policy, **we** will not raise the defense that the **insured** may not be sued because the **insured** is engaged in the performance of a governmental function and immune from the liability alleged.

A-730-A

Policy on file with DWP

## HIRED AUTO LIABILITY ENDORSEMENT

(This coverage applies only when its endorsement number is shown in the **Declarations.**)

### ADDITIONAL AND REPLACEMENT DEFINITIONS:

The definition of **damages** for Coverages A and B is deleted and replaced with the following:

**Damages** means money, including pre-judgment interest, that an **insured** is legally obligated to pay another **person** for **bodily injury, property damage, or consequential loss**, caused by an **occurrence** resulting from that **insured's ownership, maintenance, or use**, of the **described auto, a non-owned auto, or a hired auto.**

The following items are excluded from the definition of **damages**:

- (a) **punitive damages**; and
- (b) any amount payable under the terms of a contract.

The following definition is added:

**Hired auto** means a **motor vehicle**, or trailer, **operated** in connection with **your** business under the terms of a written, and legally binding, contract with the **owner** of that vehicle.

**Hired auto** does not mean a vehicle **owned** by:

- (a) **you**;
- (b) **your** business partner;
- (c) an entity in which **you** have any ownership interest; or
- (d) any of **your** employees, executive officers, or agents, who are compensated in any way for the **use** of that vehicle, or whose expenses in connection with the **use** of that vehicle are reimbursed by **you**.

**Hired auto** does not mean any of the following types of machinery:

- (e) crawler type tractors;
- (f) farm implements;
- (g) farm tractors;
- (h) trailers that are not subject to motor vehicle registration;
- (i) ditch diggers;
- (j) trench diggers;
- (k) power cranes;
- (l) power shovels;
- (m) graders;
- (n) scrapers;
- (o) rollers;
- (p) well drilling machinery;
- (q) asphalt spreaders;
- (r) concrete mixers; or
- (s) concrete or blacktop finishing machinery.

## OPERATOR'S POLICY ENDORSEMENT

### POLICYHOLDERS PLEASE NOTE

THE INCLUSION OF THIS ENDORSEMENT MEANS THIS POLICY IS AN "OPERATOR'S POLICY" AND APPLIES ONLY TO **YOUR** LIABILITY WHILE **YOU** ARE DRIVING VEHICLES **YOU DO NOT OWN**

1. The definition of **described auto** is removed and replaced by the following:  
**Described auto** means any motorized vehicle that **you do not own**, but only while it is being driven by **you**.
2. The definition of **insured** in Coverages A and B is removed and replaced by the following:  
**Insured** means the **named insured**.
3. The following partial exclusion is added:  
If **you** are driving a motorized vehicle without the **permission** of its **owner**, this policy will provide only the minimum limits of liability insurance required by the **financial responsibility law** applicable to the **accident**.

## ENDORSEMENT

### SCHOOL BUS

(This provision applies only when its endorsement number is shown in the **Declarations**.)

All coverages afforded by this policy apply to the **described auto** only while it is being **used** as transportation to, or from, a **school event**. No coverage is provided for **non-owned autos**.

#### ADDITIONAL DEFINITION USED IN THIS ENDORSEMENT:

**School event** means:

- (a) an educational event at a school;
- (b) an educational event away from a school if it is arranged, or sponsored, by school officials;
- (c) an educational event away from school that is not sponsored by school officials, if the **use** of the **described auto** for transportation to, and from, that event is approved by school officials, and an adult passenger other than the driver was present in the **described auto** at the time of the **accident**;
- (d) a recreational event at a school;
- (e) a recreational event away from a school if it is arranged, or sponsored, by school officials; or
- (f) a recreational event away from school that is not sponsored by school officials, if the **use** of the **described auto** for transportation to, and from, that event is approved by school officials, and an adult passenger other than the driver was present in the **described auto** at the time of the **accident**.

#### ADDITIONAL EXCLUSIONS

The insurance provided under Coverage A does not apply to injuries sustained by any passenger in the **described auto** who is not taking part in a **school event** as either a direct participant or spectator.

#### ADDITIONAL CONDITIONS

In any **claim** covered by this policy, **we** will not raise the defense that the **insured** may not be sued because the **insured** is engaged in the performance of a governmental function and immune from the liability alleged.

A-733-A

ENDORSEMENT  
**GENERAL CONSENT**

(This provision applies only when its endorsement number is shown in the **Declarations**.)

Any **auto you** are **using** on a **public roadway** will be considered a **non-owned auto** irrespective of the fact that **you** have **general consent** to use it.

A-734-A

Policy on file with DIER

## UNDERINSURED MOTORIST ENDORSEMENT

### Endorsement Number

A-735-A  
A-735.1-A

### Limits of Liability

Same as Coverage A Limits  
\$ \_\_\_\_\_ Per Person, \$ \_\_\_\_\_ Per Accident

The following coverage is provided under this policy only if it is shown in the **Declarations**. It is subject to all conditions, exclusions, and limitations, of **our** liability as stated in this policy.

### INTRODUCTORY NOTE:

This coverage provides a monetary benefit that supplements the amount paid to an **insured** when he or she sustains a covered **bodily injury**. It does not cover **claims** based on **property damage**. It is important to note that the sections headed: "LIMITS OR OUR LIABILITY" and "INSURANCE WITH OTHER COMPANIES" reduce the total limits provided under this endorsement by the amount paid to an insured by the person(s) who caused the injury or paid under another insurance policy. You should, therefore, purchase this coverage with a monetary limit in the amount **you** want to ensure the minimum amount is available from all sources to compensate an **insured** for his, or her, injuries sustained in an **auto accident**.

### INSURING AGREEMENT

If the **owner** or **operator** of an **underinsured motor vehicle** is legally obligated to pay **damages**, **we** will pay the **uncompensated damages** subject to all provisions of this policy including those stated below in the sections headed: "LIMITS OF OUR LIABILITY", and "INSURANCE WITH OTHER COMPANIES".

### AMENDED AND ADDITIONAL DEFINITIONS USED IN THIS ENDORSEMENT

As used in this coverage,

- (1) **Damages** means the full amount of money owed to an **insured** for his, or her, own **bodily injury** that directly resulted from an **accident** caused in whole, or in part, by the **use** of an **underinsured motor vehicle**. It is the total amount collectively due from all **persons** who caused that **bodily injury**.

**Damages** does not include:

- (a) **Punitive damages** awarded in favor of an **insured**; or  
(b) Money payable to any **insured** as a result of an agreement of any kind.

- (2) **Insured** means:

- (a) **You**;  
(b) **Relatives**; and  
(c) **Individuals occupying** the **described auto** who are listed in the **Declarations** as an "additional listed insured"; if neither they, nor their **spouse**, **owns a motor vehicle**.

- (3) **Uncompensated damages** means the part of the **damages** that exceeds the total amount paid, or payable, to the **insured** by:

- (a) All **persons** legally obligated to pay the **damages**; and  
(b) The insurers of those **persons**.

### ADDITIONAL DUTIES OF ALL **INSUREDS** IN THE EVENT OF A **CLAIM** UNDER THIS COVERAGE

- (1) If an **insured**, or an **insured's** legal representative, makes a **claim** for **damages** against any **person**, and a part of those **damages** may be payable under this coverage, that **insured** must promptly notify **us** of that claim.  
(2) If an **insured**, or an **insured's** legal representative, institutes a lawsuit seeking **damages** against any **person**, and a part of those **damages** may be payable under this coverage, that **insured** must promptly send **us** a copy of the summons, petition, complaint, or other process issued in connection with that legal action.

## EXHAUSTION OF UNDERLYING LIABILITY INSURANCE COVERAGES

No insurance is provided under this coverage until settlements or payment of judgments have exhausted the limits of liability of all liability bonds, liability policies, and statutory coverages, that apply to the **insured's damages**.

## EXCLUSIONS FROM THIS COVERAGE

This coverage does not apply:

- (1) If any part of the **damages** resulted from **bodily injury** sustained while the **insured** is **occupying a motor vehicle** without **permission**.
- (2) If any part of the **damages** resulted from **bodily injury** sustained while the **insured** is **occupying a motor vehicle**, other than the **described auto, owned** by any **insured**, the **spouse** of any **insured**, or a **resident** of any **insured's** household.
- (3) If any part of the **damages** resulted from **bodily injury** sustained while the **insured** is **occupying a motor vehicle**, other than the **described auto**, that any **insured**, the **spouse** of any **insured**, or a **resident** of any **insured's** household has **general consent** to use.
- (4) If any part of the **damages** resulted from **bodily injury** that a reasonable **individual** would expect to result from the intentional acts of the **insured**.
- (5) To that part of the **damages** that are payable to, or on behalf of, the **insured** under any applicable **compensation law**.
- (6) To that part of the **damages** for which compensation to, or on behalf of, the **insured** is required under any applicable **compensation law**.
- (7) If **our** payment under this coverage would benefit any insurer or self-insurer under any **compensation law**.

## NUMBER OF PERSONS INSURED

The insurance under this coverage applies separately to each **insured**. The presentation of **claims** by more than one **insured** will not increase **our** limit of liability for any one **accident**.

## LIMITS OF OUR LIABILITY

The maximum limits of liability for this coverage are stated in the **Declarations** and are subject to the following limitations:

- (1) The limit shown for "each **person**" is the limit of **our** liability for the **claim** of any one **insured**. This limit applies to all **claims** made by others resulting from that **insured's bodily injury**, whether direct or derivative in nature.
- (2) The limit shown for "each **accident**" is subject to the limit for "each **person**" and is the total limit of **our** liability for the **claims** of two or more **individuals**. This limit applies to all **claims** made by others resulting from those **insureds' bodily injuries**, whether direct or derivative.
- (3) The limits stated in the **Declarations** are reduced by the amount paid, or payable, to the **insured** for **damages** by:
  - (a) All **persons** who are, or may be, legally liable for the **bodily injury** to that **insured**; and
  - (b) All liability insurers of those **persons**.
- (4) Regardless of the number of:
  - (a) Vehicles stated in the **Declarations**;
  - (b) Premiums stated in the **Declarations**;
  - (c) Vehicles insured by **us**;
  - (d) Vehicles involved in the **accident**;
  - (e) **Persons** covered;
  - (f) **Claims** made; or
  - (g) Premiums paid;

the limits of liability for this coverage for two or more **motor vehicles** insured under the same policy, or separate policies, may not be added together, combined, or stacked, to determine the total limit of insurance coverage available to any **insured** for any one **occurrence**.

#### INSURANCE WITH OTHER COMPANIES

If a **claim** covered by this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will apply only as excess over such other insurance. If it is impossible to reconcile the provisions of all applicable policies to determine the order in which benefits are payable under each, the benefits of this policy will be prorated with all such other policies based on the limits of each, up to the total limit of all applicable policies.

#### PAYMENTS UNDER THIS COVERAGE

**We** will pay any amount due under this coverage to:

- (1) The **insured**;
- (2) The **insured's** parent or guardian if the **insured** is a minor;
- (3) The **person** legally authorized to maintain and settle a **claim** for the **insured's** death, if **our** payment is for **damages** resulting from the **insured's** death;
- (4) The **person** legally authorized to receive the payment for the **insured**;
- (5) Any holder of a perfected lien that obligates **us** to pay that lienholder;
- (6) Medicare, Tricare, Medicaid, or any other entity, if that entity has a right of recovery under applicable federal or state law; or
- (7) Any **person** legally entitled to receive the payment based upon a lawful assignment by the **insured**.

**We** may, at **our** option, pay any amount due under this coverage to any **person** listed above and that payment will fully discharge **our** obligations under this coverage.

A-735-A and A-735.1-A

Policy on file with DHP

ENDORSEMENT  
ERRONEOUS DELIVERY OF LIQUID PRODUCTS  
EXCLUSIONS

(This provision applies only when its endorsement number is shown in the **Declarations**.)

ADDITIONAL EXCLUSIONS OF COVERAGE

Coverages A & B do not apply to **damages** caused, in whole or in part, by:

- (1) the delivery of any liquid or gas into a wrong receptacle;
- (2) the delivery of any liquid or gas to a wrong address; or
- (3) the erroneous delivery of one liquid or gas in place of another.

A-911.8-A

Policy on file with DIERP

## Waiver

(This provision applies only when its endorsement number is shown in the **Declarations**.)

### Partial Waiver Of **Our** Right To Become Subrogated To The Rights Of **Insured**

**We** hereby waive **our** right to become subrogated to the right of recovery of any **insured** under this policy to the extent that right is against any other **person** who is also an **insured** under this policy.

A-912.8-A

Policy on file with DIFP

## MUTUAL POLICY NOTIFICATION

In this notice:

1. **Declarations** means only the part of this policy designated as such.
2. **Named insured** means only the **persons** listed as such in the **Declarations**; and does not include those listed under other headings unless they are also listed as **named Insureds**.

### Notice

If the company named in the **Declarations** is Shelter Mutual Insurance Company, all **named insureds** are hereby notified that it has special regulations applicable to its organization, membership, policies, or contracts of insurance; and the following notice is made a part of this policy:

All **named insureds** are members of the Shelter Mutual Insurance Company of Columbia, Missouri, and are entitled to vote either in person or by proxy at all meetings of that company. The company's annual meeting is held at its home office in Columbia, Missouri, on the first Wednesday in April of each year at 10 o'clock A.M. local time.

All interest of any **named insured** in the Shelter Mutual Insurance Company, its goodwill, assets, and guaranty fund, cease when this policy terminates; except as to any **claims** that an **insured** may then have under this policy, and any unearned part of the deposit premium. This policy is nonassessable.

All **named insureds** are members of the Shelter Mutual Insurance Company and may participate in the distribution of dividends as the company's Board of Directors determines according to the laws of the state of Missouri.

IN WITNESS WHEREOF, the company named in the **Declarations** has caused this policy to be signed by its President and Secretary; and countersigned in the **Declarations** by a duly authorized representative of the company.

  
Secretary

  
President and CEO