

**A Service of  
MISSOURI FARM BUREAU**

**AUTOMOBILE  
INSURANCE  
POLICY**



**Farm Bureau Town & Country Insurance  
Company of Missouri**

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CU-1188 (05/15)

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1                   **FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI**  
2                   **AUTOMOBILE INSURANCE POLICY**

3  
4                   **DEFINED WORDS**

5  
6 **We** define some words to make this policy easier to read and understand. Defined words  
7 are printed in **boldface** type.

8 **Actual Cash Value (ACV)** – defined in Part D – Coverage for Damage to Your Auto.

9 **Auto** – means a land motor vehicle with four or more wheels, which is designed for **use**  
10 mainly on public roads. **Auto** does not mean:

- 11       1. any vehicle while located for **use** as a dwelling or other premises; or
- 12       2. a truck-tractor designed to pull a **trailer** or semi-trailer.

13 **Auto Business** – means a **business**, job or occupation where the purpose is to sell, lease,  
14 rent, repair, service or maintain, install, remove or replace equipment in or on, transport,  
15 clean, store or park land motor vehicles or trailers.

16 **Bodily Injury** – means physical bodily injury to a **person** and sickness, non-communicable  
17 disease or death which results from physical bodily injury. **Bodily injury** does not mean  
18 any sexually transmitted disease, any mental injury, sickness or disease of the mind,  
19 mental anguish or emotional distress unless such condition is diagnosed by a medical  
20 doctor and directly results from physical bodily injury to the **person** on whose behalf the  
21 claim is made.

22 **Business** – any full or part-time trade, profession, occupation or vocation other than  
23 farming. This includes any activities from which one would reasonably expect to receive  
24 monetary compensation or gain.

25 **Collision** – defined in Part D – Coverage for Damage to Your Auto.

26 **Compensation Law** – means [a]ny law under which benefits are paid to a **person** as  
27 compensation for the effects of **bodily injury**, without regard to fault, because of that  
28 **person's** status as an employee or beneficiary. It includes, but is not limited to, workers'  
29 compensation laws, unemployment compensation laws, disability laws, the Federal  
30 Employers' Liability Act and the Jones Act.

31 **Cost to Repair or Replace** – defined in Part D – Coverage for Damage to Your Auto.

32 **Family Member** – means a **person** related by blood, marriage or adoption who is primarily  
33 a resident of your household. This includes a ward or foster child. It includes an unmarried  
34 and unemancipated child away at school under the age of 25.

35 **Insured** – is the **person(s)** and/or entity(s) defined as insureds within each of the specific  
36 coverage parts or endorsements.

37 **Loss** – defined in Part D – Coverage for Damage to Your Auto.

38 **Newly Acquired Auto** – means an **auto** to which **you, your spouse**, and if **you** are not a  
39 **person** the first **person** listed as Designated Representative on this policy's Automobile  
40 Declaration(s), have taken title to or are the leaseholder of, if it:

- 41       1. replaces **your auto**; or
- 42       2. is an added **auto** and;
  - 43           a. if it is a **private passenger auto**, we insure all other **private passenger autos**; or
  - 44           b. if it is other than a **private passenger auto**, **we** insure all **autos**;  
45                owned by **you, or your spouse** on the date of its delivery to **you or your spouse**;

46 but only if **you, your spouse**, or if **you** are not a **person** the first **person** listed as  
47 Designated Representative on this policy's Automobile Declaration(s):

- 48       1. tell **us** about it within 30 days after its delivery; and
  - 49           a. if the **auto** acquired replaces one shown on this policy's Automobile  
50                Declaration(s), it will have the same coverage as the **auto** it replaced; or
  - 51           b. if the **auto** acquired is an addition to any shown on **your** policy(s), coverage from  
52                the Declaration with the highest limit of coverage which is in effect at both the time  
53                of purchase and the time of the covered accident will apply; and
- 54       2. pay **us** any additional amount due from the date of purchase.

55 **Non-owned Auto** – means a **private passenger auto** not owned by or registered or  
56 leased in the name of, or furnished or available for the regular **use** of:

1. **you, your spouse**, or any **person** shown as Designated Representative on this policy's Automobile Declaration(s);
2. any **family member** of any of the **persons** identified in 1. above, unless at the time of the accident or **loss**:
  - a. the **private passenger automobile** is or has within the last 30 days been insured for liability coverage; and
  - b. **you, your spouse, your family member**, the first **person** listed as Designated Representative on the this policy's Automobile Declaration(s), or their **family member**, all of whom does not own or lease such **auto**, is the driver.
3. any other **person** residing in **your** household, or in the same household of any **person(s)** listed as Designated Representative on this policy's Automobile Declaration(s); or
4. an employer of **you, your spouse, your family members**, or the employer of any **person** listed as Designated Representative on this policy's Automobile Declaration(s) or any of their **spouses or family members**.

**Non-owned Auto** does not include an **auto** which is not in the lawful possession of the **person** operating it.

**Occupying, occupies and occupancy** – is being in, on, entering, or alighting from.

**Other Than Collision** – defined in Part D – Coverage for Damage to Your Auto.

**Person** – means a human being.

**Private Passenger Auto** – means an **auto**:

1. with four or six wheels;
2. designed solely to carry **persons** and their luggage;
3. with a car or station wagon body;
4. with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less;
5. with a pickup truck body and pickup style bed that has:
  - a. a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or
  - b. a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or
  - c. a curb weight of 6,500 pounds or less if an OEM (Original Equipment Manufacturer) GVW or GVWR is not available.

**Repair** – defined in Part D – Coverage for Damage to Your Auto.

**Replacement Parts** – defined in Part D – Coverage for Damage to Your Auto.

**Spouse** – means husband or wife residing in the same household.

**Temporary Substitute Auto** – means a **private passenger auto** not owned or leased by **you, your spouse**, and if **you** are not a **person** the **person(s)** listed as Designated Representative on this policy's Automobile Declaration(s), if it replaces **your auto** for a short time. Its use has to be with the consent of the owner. **Your auto** has to be out of use due to its breakdown, repair, servicing, damage or **loss**. A **temporary substitute auto** is not considered a **non-owned auto**.

**Trailer** – means a vehicle designed to be pulled by a **private passenger auto**. It also means a farm wagon or farm implement while towed by a **private passenger auto**.

**Uninsured Motor Vehicle** – defined in Part C – Uninsured Motor Vehicle Coverage.

**Use** – means the operation, maintenance, or **occupancy** of a vehicle.

**We, us and our** – refer to Farm Bureau Town & Country Insurance Company of Missouri.

**You or Your** – means the **person(s)** and entity(s) shown as Named Insured on this policy's Automobile Declaration(s).

**Your Auto** – means the **auto** or the vehicle described on the Automobile Declaration.

## GENERAL AGREEMENTS

This is a legal contract. This contract consists of the application and all representations therein, the policy booklet, the Declaration, and all policy forms and endorsements shown on the Declaration. Each vehicle **you** insure with **us** has its own Declaration. **You** have a duty to read all parts of this legal contract carefully.

113 The Declaration identifies the Named Insured, the vehicle insured, the coverages and  
114 amounts of insurance, the deductible(s), and any optional coverage or policy endorsements  
115 which apply.

116 **We**, agree to insure **you** according to the terms of this policy based:

- 117 1. on **your** payment of premium for the coverages **you** chose; and
- 118 2. in reliance on **your** statements on any application for coverage; and
- 119 3. upon your compliance with all policy provisions.

120 If any of the **insured's** statements on any application for coverage are untrue or  
121 materially inaccurate, **we** will not provide coverage under this policy.

122 No insurance is provided if the bank or any other financial institution does not honor the  
123 method of payment used to make your premium payment.

124  
125 **You** agree, by acceptance of this policy, that:

- 126 1. the information on **your** application is true regardless of who provided or wrote the  
127 information on the forms;
- 128 2. **we** insure **you** on the basis that the information on **your** application is true;
- 129 3. this policy contains all of the agreements between **you** and **us** or any of **our** agents  
130 and cannot be orally modified;
- 131 4. **you** are the titled owner of **your auto** or have a leasehold interest in **your auto**; and
- 132 5. **you** will review the Declaration(s) each time **you** receive one, in order to make sure  
133 that:
  - 134 a. all the coverages **you** requested are shown, and
  - 135 b. the limit(s) shown for each of those coverages is the amount **you** requested.

136 Unless otherwise mandated by law for a coverage, no more than one Declaration will apply  
137 in a covered accident whether **you** have one policy with multiple Declarations or multiple  
138 policies with **us**, or both.

## 140 **POLICY PERIOD AND TERRITORY**

### 142 **When Coverage Applies**

143 The coverages **you** chose apply to covered accidents and losses that take place during the  
144 policy period.

145 The policy period is shown on the Automobile Declaration. The policy period begins at  
146 12:01 A.M. Central Standard Time or at the time shown on the Automobile Application or  
147 Automobile Application for Reinstatement for the policy period, and ends at 12:01 A.M.  
148 Central Standard Time. Any change(s) in coverage made during the policy period begins  
149 at 12:01 A. M. Central Standard Time on the effective date shown for the change on the  
150 Declaration or the time shown on the Automobile Change Application for such change(s).

### 152 **Where Coverage Applies**

153 The coverages **you** chose apply:

- 154 1. in the United States of America, its territories and possessions, Puerto Rico or  
155 Canada; and
- 156 2. while **your auto** is being shipped between their ports.

## 158 **LOSS PAYABLE CLAUSE**

160 If a loss payee is shown on the Automobile Declaration, **we** may pay any covered **Collision**  
161 or **Other Than Collision loss** to:

- 162 1. **you** and, if unpaid, the repairer; or
- 163 2. **you** and such loss payee, as its interest may appear, when **we** find it is not practical to  
164 repair **your auto**; or
- 165 3. the loss payee, as to its interest, if **your auto** has been repossessed.

167 The loss payee has no greater rights than **you** under this policy and is subject to the same  
168 terms, exclusions, and conditions that apply to **you**, except that this insurance, with respect  
169 to the interest of the loss payee, shall not become invalid because of:

- 170 1. an act of negligence of the owner or borrower, except the failure to pay the premium  
171 when due; or
- 172 2. a change in the ownership or interest unknown to **us**, unless the loss payee knew of it  
173 and failed to tell **us** within 10 days; or
- 174 3. an error in the description of the vehicle; or
- 175 4. damage to the property caused by **you**.

177 **We** may cancel this policy according to its terms. The date of cancellation of the loss  
178 payee's interest will be at least 10 days after the date **we** mail or electronically transmit the  
179 cancellation notice.

180 Whenever **we** pay the loss payee any sum for loss or damage under this policy, **we** will be  
181 entitled to the loss payee's right of recovery to the extent of **our** payment. **Our** right of  
182 recovery shall not impair the loss payee's right to recover the full amount of its claim.

## 184 DUTIES AFTER AN ACCIDENT OR LOSS

### 186 1. Notice to Us of an Accident or Loss

187 The **insured** must give **us** or one of **our** agents written notice of the accident or loss  
188 as soon as reasonably possible.

189 The notice must give **us**:

- 190 a. the **insured's** name; and
- 191 b. the names and addresses of all **persons** involved; and
- 192 c. the hour, date, place and facts of the accident or loss; and
- 193 d. the names and addresses of witnesses.

### 194 2. Notice to Us of Claim or Suit

195 If a claim or suit is made against any **insured**, an **insured** must at once send **us** every  
196 demand, notice or claim made and every summons or legal process received,  
197 including petitions filed in a court of law and amended petitions. Any and all  
198 **insureds we** select shall also answer questions under oath when asked by anyone  
199 **we** name, as often as **we** deem reasonable and necessary, and sign copies of the  
200 answers. Such examinations under oath may be conducted separately at **our** option.

### 201 3. Other Duties Under the Physical Damage Coverages

202 When there is a **loss**, **you** or the owner of the property also shall:

- 203 a. submit a proof of loss when required by **us**.
- 204 b. make a prompt report to the police when the **loss** is the result of theft, larceny or  
205 vandalism.
- 206 c. protect the damaged vehicle. **We** will pay any reasonable expense incurred to do  
207 it.
- 208 d. show **us** the damage when **we** ask.
- 209 e. provide all records, receipts and invoices, or certified copies of them. **We** may  
210 make copies and/or store or replicate these.
- 211 f. answer questions under oath when asked by anyone **we** name, as often as **we**  
212 deem reasonable and necessary, and sign copies of the answers. Such  
213 examinations under oath may be conducted separately at **our** option.

### 214 4. Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle 215 Coverage, Underinsured Motor Vehicle and Uninsured Motorist Damage to Your 216 Auto Coverages

217 Any **person** who suffers a **bodily injury** and intends to present a claim under one of  
218 these coverages must notify **us** of the claim in writing as soon as reasonably possible  
219 after the **person's** first examination or treatment resulting from the **bodily injury**.

220 Another **person** may give **us** the required notice on behalf of the injured **person**.

221 The **person** making claim under any of these coverages also shall:

- 222 a. give **us** all the details about the death, injury, treatment and other information,

- records and reports **we** need to determine the amount payable.
- b. be examined by physicians chosen and paid by **us** as often as **we** deem reasonable and necessary. A copy of the report will be sent to the injured **person** upon written request. If the **person** is dead or unable to act, his or her legal representative shall authorize **us** to obtain all medical reports and records.
  - c. let **us** see the vehicle the **person** was **occupying** in the accident.
  - d. send **us** at once a copy of all suit papers if the **person** sues the party liable for the accident for damages.
  - e. report a "phantom vehicle" accident to the police within 24 hours and to **us** within 30 days and provide **us** with:
    - 1) the name and address, if known, of the owner or operator of the "phantom vehicle"; or
    - 2) the registration number or description of such vehicle; or
    - 3) a description of the "phantom vehicle" and any witnesses to the accident; or
    - 4) any other available information to establish that there is no applicable motor vehicle liability insurance.Failure of the **insured** to report a "phantom vehicle" accident and to provide the information requested concerning such vehicle may result in the denial of any insurance coverage otherwise available if **we** can establish that **our** rights have been prejudiced by the lack of such notice.
  - f. answer questions under oath when asked by anyone **we** name, as often as **we** deem reasonable and necessary, and sign copies of the answers. Such examinations under oath may be conducted separately at **our** option.

#### 5. **Insured's Duty to Cooperate With Us**

The **insured** shall cooperate with **us** and assist **us** in any way **we** ask to include, but not limited to:

- a. making settlements;
- b. securing and giving evidence including but not limited to providing a written and/or recorded statement as we deem necessary;
- c. attending and getting witnesses to attend hearings and trials.

No **insured** shall, except at his or her own cost, voluntarily:

1. make any payment or assume any obligation to others; or
2. incur any expense, other than for first aid to others.

### **PART A - LIABILITY COVERAGE**

Subject to all terms of this contract **you** have this coverage if it appears on the Automobile Declaration.

**We** will:

1. pay damages to which Part A – Liability Coverage of this policy applies and for which an **insured** becomes legally liable to pay because of:
  - a. **bodily injury** to others; and/or
  - b. physical injury or damage to, or destruction of, tangible property including loss of its use;caused by accident and resulting from the **use** of an **auto** insured under this Part A – Liability coverage, and
2. defend any suit against an **insured** for such **bodily injury** or property damage with attorneys hired and paid by **us**. **We** will not defend any suit after **we** have paid the applicable limit of **our** liability for the accident which is the basis of the lawsuit. **We** have no obligation to defend any claim which is not covered under this policy.

In addition to the limits of liability, **we** will pay for an **insured** any costs listed below resulting from such accident.

1. All costs **we** incur in the defense of a covered claim.
2. Court costs of any suit for damages **we** defend.
3. Interest on damages owed by the **insured** due to a judgment and accruing:

- 279 a. after the judgment, and until **we** pay, offer, or deposit in court, the amount due  
280 under this coverage; or  
281 b. before the judgment, where owed by law, and until **we** pay, offer, or deposit in court,  
282 the amount due under this coverage, but only on that part of the judgment **we** pay.  
283 4. Premiums or costs of bonds:  
284 a. to secure the release of an **insured's** property attached under a court order;  
285 b. required to appeal a decision in a suit for damages if **we** elect to appeal and have  
286 not paid **our** limit of liability that applies to the suit; and  
287 c. up to \$250 for each bail bond needed because of an accident or traffic violation.  
288 **We** have no duty to furnish or apply for any bonds. The amount of any bond **we** pay for  
289 shall not be more than **our** limit of liability.
- 290 5. Expense incurred by an **insured**:  
291 a. for loss of wages or salary up to \$100.00 per day if **we** ask the **insured** to attend  
292 the trial of a civil suit;  
293 b. at **our** request.

294 **We** will not pay anyone more than once for the same cost or expense identified in 1-5  
295 above.

296 **We** may investigate, negotiate and settle any claim or suit without the authorization of any  
297 **insured**.

### 298 **Coverage for Your Auto and the Use of Other Autos**

299 Subject to **Who is an Insured** below and subject to all other applicable provisions within  
300 the policy, when Part A – Liability is shown on a Declaration, it extends to the **use**, by an  
301 **insured**, of **your auto**, a **newly acquired auto**, a **temporary substitute auto** or a **non-**  
302 **owned auto** in a covered accident.

303 If:

- 304  
305 1. **your** policy with **us** has multiple vehicles showing Part A – Liability coverage; and/or  
306 2. **you** have multiple policies with **us** showing Part A – Liability; and  
307 a. an **auto** shown on an Automobile Declaration of one of **your** policies with **us** is  
308 involved in a covered accident only the coverage from the Declaration of the **auto**  
309 involved in the accident will apply;  
310 b. a **temporary substitute auto** is involved in a covered accident only the coverage  
311 from the Declaration of **your auto** the **temporary substitute auto** is temporarily  
312 replacing, will apply;  
313 c. a **newly acquired auto** which replaces one of **your autos** is involved in a covered  
314 accident only the coverage from the Declaration of **your auto** the **newly acquired**  
315 **auto** replaces will apply;  
316 d. a **newly acquired auto** which is an added **auto** is involved in a covered accident,  
317 only the coverage from **your** one Declaration with the highest limit of liability, which  
318 is in force at the time of the purchase of the **newly acquired auto** and in force at  
319 the time of the accident, will apply;

320 Regarding c. and d. above, there is no liability coverage on this policy for a **newly**  
321 **acquired auto** if there is any other liability coverage available from any other  
322 source.

- 323 e. a **non-owned auto** is involved in a covered accident only the coverage from **your**  
324 one Declaration with the highest limit of liability, which is in force at the time of the  
325 accident, will apply.

326 Only one of **your** Declarations will apply to any vehicle and/or driver in a covered  
327 accident.

328 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE**  
329 **ALLOWED BY THIS POLICY.**

### 330 **Who is an Insured**

- 331  
332 I. When **we** refer to **your auto**, a **newly acquired auto**, **temporary substitute auto** or a  
333 **trailer** to which Part A – Liability Coverage of this policy applies, **insured** means **you**,  
334 and if **you** are:

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1. A **person, insured** also means:
    - A. **your spouse**;
    - B. the **family members** of the first **person** listed as the Named Insured on this policy;
    - C. any other **person** while **using** such an **auto** or **trailer** if its **use** is within the scope of consent of **you** or **your spouse**; and
    - D. any other **person** or organization liable for the **use** of such an **auto** or **trailer** by one of the above **insureds**.
  2. A partnership or joint venture, **insured** also means:
    - A. **your** members or partners;
    - B. the **person(s)** listed as Designated Representative and Scheduled Operator on this policy's Automobile Declaration(s);
    - C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
    - D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated Representative on the Automobile Declaration;
    - E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 2.A.-D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 2. A. was in respect to activities associated with the partnership or joint venture shown as Named Insured on this policy.
  3. A limited liability company, **insured** also means:
    - A. **your** members or managers;
    - B. the **person(s)** listed as Designated Representatives and Scheduled Operator on this policy's Automobile Declaration(s);
    - C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
    - D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated Representative on the Automobile Declaration;
    - E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 3.A.-D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 3. A. was in respect to activities associated with the limited liability company shown as Named Insured on this policy.
  4. A Corporation, **insured** also means:
    - A. **your** officers, directors or shareholders;
    - B. the **person(s)** listed as Designated Representatives and Scheduled Operator on this policy's Automobile Declaration(s);
    - C. the **spouse** of the first **person** listed as Designated on the Automobile Declaration;
    - D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated Representative on the Automobile Declaration;
    - E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 4.A.-D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 4. A. was in respect to activities associated with the Corporation shown as Named Insured on this policy.
  5. A Trust or other entity, **insured** also means:
    - A. **your** executors, administrators, trustees, or directors, of the Trust or other entity;
    - B. the **person(s)** listed as Designated Representatives and Scheduled Operator on this policy's Automobile Declaration(s);
    - C. the **spouse** of the first **person** listed as Designated Representative on the

391 Automobile Declaration;

392 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope  
393 and consent of a **person** listed as Designated Representative on the  
394 Automobile Declaration;

395 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by  
396 **you** or one of the **insureds** identified in paragraphs 5.A.-D. above, provided  
397 that the **use** of the **auto** at the time of the accident when referring to the  
398 **insureds** identified in paragraph 5. A. was in respect to activities associated  
399 with the Trust or other entity shown as Named Insured on this policy.  
400

## 401 II. When **we** refer to a **non-owned auto, insured** means:

402 1. If the first party listed as the Named Insured on the Automobile Declaration is a  
403 **person**, then that **person** is an **insured**, as well as;

404 A. his/her **spouse**;

405 B. his/her **family members**, provided the **person** claiming coverage does not own  
406 or lease an **auto**;

407 2. If the first party listed as the Named Insured on the Automobile Declaration is not a  
408 **person**, then the entity listed and the first **person** listed as Designated  
409 Representative on the Automobile Declaration is an **insured**, as well as;

410 A. his/her **spouse**;

411 B. his/her **family members**, provided the **person** claiming coverage does not own  
412 or lease an **auto**;

413 3. Any **person** or organization which does not own or hire the **auto** but is liable for its  
414 use by one of the **persons** or entities identified in 1. or 2.

415 There is no coverage for **non-owned autos** while:

416 a. being repaired, serviced or used by any **person** while that **person** is working in any  
417 **auto business**; or

418 b. used in any other **business** or occupation other than farming. This does not apply  
419 to a **private passenger auto** driven or occupied by the first **person** listed as the  
420 Named Insured on the Automobile Declaration, their **spouse** or **family members**,  
421 or if the first party listed as the Named Insured is not a **person** then this does not  
422 apply to a **private passenger auto** driven or occupied by the first **person** listed as  
423 Designated Representative on the Automobile Declaration, their **spouse** or their  
424 **family members**.  
425

## 426 Trailer Coverage

427 I. Part A – Liability Coverage extends to a **trailer** described on an Automobile Declaration  
428 of this policy if the Declaration shows Part A – Liability Coverage for that **trailer**. If such  
429 **trailer** showing Part A – Liability on the Declaration of this policy is attached to a pulling  
430 unit which is also covered for Part A – Liability either on this policy or another policy  
431 issued by **us**, then only the highest limit of coverage applies. No more than one limit of  
432 liability will apply when a **trailer** and a pulling unit are attached. This one limit of  
433 coverage will be excess to any other liability insurance from any other source.  
434

435 If a **trailer** showing Part A – Liability Coverage on an Automobile Declaration of this  
436 policy is attached to a vehicle **we** do not insure, but the pulling unit and/or operator has  
437 other insurance available elsewhere, is bonded or self-insured for liability, or is owned  
438 by any level of government or any of its subdivisions or agencies, **our** coverage does  
439 not apply, unless the total sums of protection available to the pulling unit is less than the  
440 limit of liability shown for the **trailer** on the Automobile Declaration of this policy, in  
441 which case **our** limit on such Declaration may apply as excess up to the difference  
442 between the total amount of protection available elsewhere to the pulling unit and/or  
443 operator and the limit of liability on the **trailer** shown on the Automobile Declaration of  
444 this policy.  
445

446 II. Part A – Liability Coverage on this policy extends to a **trailer** not insured by **us** for Part A  
447 – Liability on this policy or any other policy issued by **us**, while it is attached to an **auto**  
448 which is covered under Part A – Liability Coverage of this policy. Only the one limit of  
449 liability provided to the pulling unit applies to both, for a covered accident. This one  
450 limit of coverage will be excess to any other liability insurance from any other source.  
451

452 III. Part A – Liability Coverage on this policy extends to **your** use of a **trailer** not insured by  
453 **us** for Part A – Liability on this policy or any other policy issued by **us**:  
454 a. while it is not attached to any vehicle, and  
455 b. only if it is not owned by **you** or available for **your** regular use, and  
456 c. only if it has a load capacity of less than 2,000 pounds.  
457 Only **your** one Declaration with the highest limit of Part A – Liability coverage in effect at  
458 the time of the covered accident will apply. This coverage will be excess to any other  
459 liability insurance on such **trailer**.  
460

461 IV. Part A – Liability Coverage will extend to a **trailer** not insured by **us** for Part A – Liability  
462 on this policy or any other policy issued by **us**, while it is not attached to a vehicle, but  
463 only while being used in **your farming** operations at the time of the loss. It must not be  
464 owned by **you** and it must temporarily replace a **trailer** showing Part A - Liability on an  
465 Automobile Declaration of this policy because that **trailer** showing Part A – Liability on  
466 the Automobile Declaration of this policy is out of use as a result of its breakdown,  
467 repair, damage or loss. Only the Declaration in effect on **your** trailer which is out of use  
468 will apply. This coverage will be excess to any other liability insurance on such non-  
469 owned **trailer**.  
470

471 In addition to all other limitations, restrictions and exclusions pertaining to trailers in Part A  
472 – Liability Coverage, there is no coverage provided:  
473 1. For any trailer designed to carry **persons**;  
474 2. For any trailer used in any type of **auto business**;  
475 3. For any pulling unit, except as provided in paragraph I. above;  
476 4. For any trailer not designed for use with a **private passenger auto**.  
477

478 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE**  
479 **ALLOWED BY THIS POLICY.**  
480

#### 481 **Limits of Liability**

482 The amount shown on the Automobile Declaration under **COVERAGES – BODILY**  
483 **INJURY LIABILITY – Per Person/Per Accident** refers to all damages including damages for  
484 care and loss of services or consortium, arising out of and due to **bodily injury** to one  
485 **person**. The amount shown on the Automobile Declaration under **BODILY INJURY**  
486 **LIABILITY - Per Accident** refers to the amount, subject to the Per Person limit shown under  
487 Per Person, for all such damages arising out of and due to **bodily injury** to more than one  
488 **person** in the same accident. The amount shown on the Automobile Declaration under  
489 **COVERAGES – PROPERTY DAMAGE LIABILITY – Per Accident** refers to all property  
490 damage in the same accident.

491 **Our** limit of liability for covered losses will not exceed the limit(s) shown on **your**  
492 Declaration.  
493

494 1. **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE**  
495 **ALLOWED BY THIS POLICY.**

496 This is true regardless of the number of:

- 497 a. **Insureds**;  
498 b. Policies issued;  
499 c. Claims made;  
500 d. Vehicles shown or premiums paid on the policy;  
501 e. Vehicles involved in the accident; or

- 502 f. **Persons**, entities or organizations that may be insured.
- 503 2. In regard to an accident covered by Part A – Liability, **our** Limit of Liability for all
- 504 damages, including but not limited to those costs resulting from clean-up, testing,
- 505 monitoring, abating, mitigating, removal, remediation, treating, or disposal, arising out
- 506 of the actual, alleged or threatened discharge, dispersal, seepage, migration, release
- 507 or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or
- 508 gases, waste materials or other irritants, contaminants or pollutants into or upon the
- 509 land, the atmosphere, any water course, or body of water will not exceed the limit(s) of
- 510 liability mandated by the applicable Financial Responsibility Law. This provision does
- 511 not increase **our** total Limit of Liability. All damages from continuous or repeated
- 512 exposure to substantially the same conditions will be considered as resulting from one
- 513 accident.
- 514 3. Regardless of the opening paragraph under Limits of Liability above and the limits of
- 515 BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY coverage shown
- 516 on the Automobile Declaration, the limits of liability will not exceed the applicable limit
- 517 of liability mandated by the Financial Responsibility Law of the state in which the
- 518 accident occurred for:
- 519 a. Any **person**, entity or organization using **your auto**, a **newly acquired auto**,
- 520 **temporary substitute auto**, or **trailer** to which Part A – Liability applies, other
- 521 than:
- 522 1) **You** and the **person(s)** shown as Designated Representative on this policy's
- 523 Automobile Declaration(s);
- 524 2) **Your spouse**;
- 525 3) **Your family member**:
- 526 a. whose license is not suspended or revoked on the date of the accident;
- 527 b. whose license has not been expired more than one year prior to the
- 528 accident;
- 529 c. who is not a **person** who has never had a driver's license;
- 530 d. whose **use** of such **auto** is within the scope of consent of **you, your**
- 531 **spouse**, or a **person** shown as Designated Representative on this
- 532 policy's Automobile Declaration(s);
- 533 4) A Scheduled Operator not already identified in paragraphs 3.a., 1) - 3) d.
- 534 above, who is shown on this policy's Automobile Declaration(s) as of the date
- 535 of the accident, and;
- 536 a. whose license is not suspended or revoked on the date of the accident;
- 537 b. whose license has not been expired more than one year prior to the
- 538 accident;
- 539 c. who is not a **person** that has never had a driver's license;
- 540 d. whose **use** of such **auto** is within the scope of consent of **you, your**
- 541 **spouse**, or a **person** shown as Designated Representative on this
- 542 policy's Automobile Declaration(s).
- 543 b. Any **person**, entity or organization using a **non-owned auto** to which Part A –
- 544 Liability applies, other than:
- 545 1) **You** and the **person(s)** shown as Designated Representative on this policy's
- 546 Automobile Declaration(s);
- 547 2) **Your spouse**;
- 548 3) **Your family member**:
- 549 a. whose license is not suspended or revoked on the date of the accident;
- 550 b. whose license has not been expired more than one year prior to the
- 551 accident;
- 552 c. who is not a **person** that has never had a driver's license;
- 553 d. who does not own, lease, or hire an **auto**; and
- 554 e. whose **use** of such **non-owned auto** is within the scope of consent of
- 555 **you or your spouse**;
- 556 4) A Scheduled Operator not already identified in paragraphs 3.b. 1) – 3)e.
- 557 above, who is shown on this policy's Automobile Declaration(s) as of the

558 date of the accident, and:

- 559 a. whose license is not suspended or revoked on the date of the accident;
- 560 b. whose license has not been expired more than one year prior to the
- 561 accident;
- 562 c. who is not a **person** that has never had a driver's license;
- 563 d. who does not own, lease, or hire an **auto**;
- 564 e. whose **use** of such **non-owned auto** is within the scope of consent of
- 565 **you, your spouse, or a person** shown as Designated Representative
- 566 on this policy's Automobile Declaration(s).
- 567 4. Any payment made to a **person** under Part C – Uninsured Motor Vehicle Coverage of
- 568 this policy for the same accident shall reduce any amount payable to that **person**
- 569 under Part A – Liability Coverage of this policy.
- 570 5. **Persons** having a derivative claim including but not limited to a claim for loss of care
- 571 or services do not constitute a separate and distinct **bodily injury** or limit of coverage.
- 572 Only one "Per Person" limit applies for all damages and claims of all claimants arising
- 573 out of one **person's bodily injury**.
- 574 6. Subject to all other terms of this Limits of Liability section, the limits of liability for
- 575 **trailers** is found in the section titled **Trailer Coverage** of Part A – Liability Coverage.
- 576

#### 577 **When Part A – Liability Coverage Does Not Apply**

578 In addition to the limitations of coverage stated in other sections of PART A LIABILITY

579 COVERAGE:

580 There is no coverage:

- 581 1. While any vehicle insured under this section is:
- 582 a. rented to others or used to carry **persons** for a charge. This does not apply to the
- 583 **use** on a share expense basis of a **private passenger auto** if all passengers are
- 584 riding in that area of the vehicle designed by the manufacturer of the vehicle for
- 585 carrying passengers.
- 586 b. being repaired, serviced or used by any **person** employed or engaged in any way in
- 587 an **auto business**. This does not apply to:
- 588 1) **you** and the first **person** listed as Designated Representative on the
- 589 Automobile Declaration;
- 590 2) **your spouse** and the **spouse** of the first **person** listed as Designated
- 591 Representative on the Automobile Declaration;
- 592 3) any **family member** of **you** and any **family member** of the first **person** listed
- 593 as Designated Representative on the Automobile Declaration;
- 594 4) any resident of **your** household and any resident of the household of the first
- 595 **person** listed as Designated Representative on the Automobile Declaration.
- 596 This coverage is excess for those **persons** identified in sub-paragraph 4) of 1.b.
- 597 above.
- 598 2. For any **bodily injury** including, but not limited to, all consequential, pecuniary, and/or
- 599 statutory damages arising in any way out of, or derivative of, any **bodily injury**:
- 600 a. to a fellow employee while on the job and arising from the **use** of a vehicle by
- 601 another employee in the employer's **business**. **You and your spouse**, and the
- 602 first **person** listed as Designated Representative on the Automobile Declaration,
- 603 and their **spouse**, are covered for such injury to a fellow employee.
- 604 b. To any employee of:
- 605 i.) any **insured**;
- 606 ii.) a spouse or **family member** of:
- 607 1. any Designated Representative or any Scheduled Operator shown on this
- 608 policy's Declaration(s);
- 609 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or
- 610 5.A. of the section **Who is an Insured**, paragraph I., of Part A – Liability
- 611 Coverage;
- 612 arising out of and/or in the course of his or her employment by any such **person**
- 613 identified in 2.b. i) or 2.b. ii) above.

- 614 This exclusion 2. b. does not apply:
- 615 i.) to a household employee or domestic employee who is not covered by, or
- 616 who is not entitled or required to be covered under, any workers'
- 617 compensation insurance or benefits;
- 618 c. to the spouse, child, parent, brother or sister of any employee as a consequence of
- 619 a. or b. above.
- 620 Exclusions a. through c. above apply whether the **insured** may be liable as an
- 621 employer or in any other capacity, and to any obligation to share damages with, or to
- 622 repay, someone else who must pay damages because of injury.
- 623 d. to any **insured** or any **insured's family member** to the extent the limits of liability
- 624 of this policy exceed the limits of liability required by law.
- 625 e. which arises out of the transmission of a communicable disease by any:
- 626 i.) **insured**;
- 627 ii.) **spouse** or **family member** of:
- 628 1. any Designated Representative or any Scheduled Operator shown on this
- 629 policy's Declaration(s);
- 630 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or
- 631 5.A. of the section **Who is an Insured**, paragraph I., of Part A – Liability
- 632 Coverage;
- 633 3. For:
- 634 a. any **bodily injury** or property damage for which the United States of America, or
- 635 State Government, or State Institution, or State Entity, or any of their departments
- 636 or agencies might be liable for the **insured's use** of any vehicle.
- 637 b. property damage to property owned by, rented to, in the care, custody, control or
- 638 charge of, or transported by:
- 639 i.) an **insured**;
- 640 ii.) a **spouse** or **family member** of:
- 641 1. any Designated Representative or any Scheduled Operator shown on this
- 642 policy's Declaration(s);
- 643 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or
- 644 5.A. of the section **Who is an Insured**, paragraph I., of Part A – Liability
- 645 Coverage;
- 646 But coverage applies to:
- 647 1) a residence or private garage rented to **you** and damaged by a vehicle **we**
- 648 insure on this policy; or
- 649 2) an **auto**:
- 650 a. operated by any **insured**; and
- 651 b. owned by a **person** or organization engaged in the **business** of selling,
- 652 repairing or servicing motor vehicles; and
- 653 c. loaned to any **insured** for demonstration purposes or as a replacement for
- 654 **your auto** while it is out of use due to breakdown, repair or servicing.
- 655 3) an **auto**:
- 656 a. in **your** possession, and
- 657 b. owned by **your** employer, and
- 658 c. damaged by **your** or **your family member's** negligence, or the first listed
- 659 Designated Representative's or their **family member's** negligence, arising
- 660 out of the **use** of **your auto**, a **newly acquired auto**, a **non-owned auto**, a
- 661 **temporary substitute auto** not owned, leased, or provided by **your**
- 662 employer, or a **trailer** covered by Part A – Liability of this policy.
- 663 **We** will not pay more than fifteen thousand dollars (\$15,000) for such damages
- 664 addressed in 3. b. 3) above.
- 665 4. For any obligation of:
- 666 a. **You**;
- 667 b. Any **insured**;
- 668 c. Any **spouse** or **family member** of:
- 669 i. Any Designated Representative or Scheduled Operator shown on this policy's

670 Declaration(s); or

671 ii. Any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A. or 5.A., of

672 the section **Who is an Insured**, paragraph I., of Part A – Liability Coverage;

673 d. Any insurer of those identified in 4.a. through c. above;

674 under any type of **compensation law** or similar law.

675 This exclusion applies whether those identified in 4.a. through d. above may be liable as

676 an employer or in any other capacity, and to any obligation to share damages with, or to

677 repay, someone else who must pay damages because of injury.

678 5. For liability assumed by:

679 a. **You**;

680 b. Any **insured**;

681 c. Any **spouse** or **family member** of:

682 i. Any Designated Representative or Scheduled Operator shown on this policy's

683 Declaration(s); or

684 ii. Any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A. or 5.A.,

685 of the section **Who is an Insured**, paragraph I., of Part A – Liability Coverage;

686 under, or arising out of a breach of, any oral or written contract or agreement.

687 6. For:

688 a. any **insured** who is an insured under a nuclear energy liability policy or who would

689 be an insured under a nuclear energy liability policy but for its termination upon

690 exhaustion of its limit of liability;

691 b. any **bodily injury** or property damage resulting from the explosion of any weapon

692 employing atomic fission or fusion;

693 c. any **bodily injury** or property damage resulting from nuclear reaction or radiation,

694 or radioactive contamination, however caused;

695 d. any **bodily injury** or property damage resulting from the hazardous properties of

696 nuclear materials.

697 7. For liability of any **insured** for punitive or exemplary damages.

698 8. For **bodily injury** or property damage if an **insured's** conduct contributed to such

699 **bodily injury** or property damage by seeking to elude lawful apprehension or arrest

700 by a police officer, or while committing a felonious act.

701 9. For **bodily injury** or property damage arising from the **use** of any vehicle designed for

702 racing or any other vehicle while competing in, practicing for, or preparing for, any

703 racing or speed contest or other competitive event. Competitive event does not

704 include participation in a parade or car show.

705 10. For **bodily injury** or property damage expected or intended by an **insured** even if the

706 resulting **bodily injury** or property damage is of a different kind, quality or degree than

707 initially expected or intended, or is sustained by a different **person**, entity, real or

708 personal property, than initially expected or intended.

709 11. For **bodily injury** or property damage resulting from any actual, alleged, threatened or

710 adjudicated sexual abuse, harassment, molestation, or relations.

711 12. For any actual, alleged, threatened or adjudicated **bodily injury** or property damage

712 resulting from physical, mental or emotional injury or damage including, but not limited

713 to, that derived from abuse, harassment, belittlement, disparagement, revilement,

714 castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation,

715 torment, torture, devilmint or bullying, whether through physical, verbal, imaged,

716 texted, electronically transmitted, telephonic, or any other means.

## 718 **If There Is Other Liability Coverage**

719 1. Policies Issued by **Us**:

720 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, if two or

721 more vehicle liability policies issued by **us** to:

722 a. **you**,

723 b. **your spouse**,

724 c. **your family members**,

725 d. the **person(s)** shown as Designated Representative on this policy's Automobile

726 Declaration(s), their **spouse** or **family members**, or

727 e. any entity owned or controlled by **you, your spouse**, the **person(s)** shown as  
728 Designated Representative on this policy's Automobile Declaration(s) or their  
729 **spouse(s)**,

730 apply to the same driver and/or vehicle in a covered accident, the total limits of liability  
731 under all such policies shall not exceed that of the policy with the highest limit of  
732 liability showing on a Declaration of that policy that applies to such driver and/or  
733 vehicle. Only one Declaration with the highest limit of liability will apply.

734 2. **Liability Coverage Available From Other Sources:**

735 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, and  
736 subject to all other terms of this section and of Part A – Liability coverage, if there is  
737 coverage available:

738 a. under one or more policies of insurance issued by any other insurance carrier or  
739 by **us** to a **person(s)** or entity(s) other than those identified in paragraph 1 above;  
740 and/or

741 b. from a party that is self-insured under any motor vehicle financial responsibility  
742 law, a motor carrier law or any similar law;

743 for the same accident, this coverage will apply only as excess over such other  
744 coverage.

745 3. **Newly Acquired Auto:**

746 This coverage does not apply if there is other vehicle liability coverage on a **newly**  
747 **acquired auto**.

748 4. **Trailers:**

749 In regard to **trailers**, see the section titled **Trailer Coverage** of Part A – Liability  
750 Coverage for terms pertaining to when there is other liability insurance.

751  
752 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE**  
753 **ALLOWED BY THIS POLICY.**

754  
755 **Motor Vehicle Compulsory Insurance Law or Financial Responsibility Law**

756 1. **Out-of-State Coverage:**

757 If an **insured** under the liability coverage is in another state, U.S. territory or  
758 possession, Puerto Rico, or Canada and, as a non-resident, becomes subject to its  
759 motor vehicle compulsory insurance, financial responsibility or similar law:

760 a. the policy will be interpreted to give the coverage required by the law; and

761 b. the coverage so given replaces any coverage in this policy to the extent required  
762 by the law for the **insured's use** of an **auto** insured under this policy.

763 Any coverage so extended shall be reduced to the extent other coverages apply,  
764 including Part B – Medical Payments coverage, to the accident. In no event shall a  
765 **person** collect more than once.

766 2. **Financial Responsibility Law:**

767 When certified under any law as proof of future financial responsibility, and while  
768 required during the policy period, this policy shall comply with such law to the extent  
769 required. The **insured** agrees to repay **us** for any payment **we** would not have had to  
770 make under the terms of this policy except for this agreement.

771  
772 **PART B - MEDICAL PAYMENTS COVERAGE**

773  
774 **You** have this coverage if it appears on the Automobile Declaration.

775  
776 **MEDICAL EXPENSES**

777 **We** will pay reasonable medical expenses billed or the amounts which the healthcare  
778 provider has accepted from any governmental program including but not limited to  
779 Medicare, Medicaid, or similar program or private health insurer or health plan in payment  
780 of the bills, liens, judgments or claims for such medical expenses, whichever is less, for  
781 **bodily injury** caused by accident, for services furnished within three years of the date of

782 the accident. These expenses are for necessary medical, surgical, X-ray, dental,  
783 ambulance, hospital, professional nursing and funeral services, eyeglasses, hearing aids  
784 and prosthetic devices. The **bodily injury** must be discovered and treatment commenced  
785 within one year of the date of the accident.

786 Reasonable medical expenses do not include expenses:

- 787 1. for treatment, services, products or procedures that are:
  - 788 a. experimental in nature, for research or not primarily designed to serve a medical  
789 purpose; or
  - 790 b. not commonly and customarily recognized throughout the medical profession and  
791 within the United States as appropriate for the treatment of the **bodily injury**; or
- 792 2. incurred for:
  - 793 a. the use of thermography or other related procedures of a similar nature; or
  - 794 b. the use of acupuncture or other related procedures of a similar nature; or
  - 795 c. the purchase or rental of equipment not primarily designed to serve a medical  
796 purpose; or
  - 797 d. massage therapy.

798 **We** have the right to engage reviewers, consultants and data providers in formulating **our**  
799 judgment as to whether the charges are reasonable and necessary charges for the **bodily**  
800 **injury** sustained. The determination of whether charges are reasonable and necessary  
801 charges may be made after the **insured** has received the goods and services for which the  
802 charges are made. The fact that a licensed healthcare provider furnished, rendered or  
803 prescribed the goods and services is not solely determinative of whether the charges made  
804 for them are reasonable and necessary charges.

#### 805 **Persons for Whom Medical Expenses Are Payable**

806 **We** will pay medical expenses for **bodily injury** sustained by an **insured**.

#### 807 **Who is an Insured**

808 **Insured** for purposes of Medical Payment Coverage – means:

- 809 1. the first **person** listed as the Named Insured on the Automobile Declaration and the first  
810 **person** listed as the Designated Representative on the Automobile Declaration;
- 811 2. any **family member** of the **person** identified in 1. above;
- 812 3. any Scheduled Operator(s) shown on the Automobile Declaration as of the date of the  
813 accident.

814 These **persons** identified in 1., 2., or 3. above, must have sustained the **bodily injury**:

- 815 a. while they operate or **occupy** a vehicle covered under Part A - Liability Coverage of  
816 this policy; or
- 817 b. through being struck while on a bicycle or as a pedestrian by a motor vehicle or  
818 **trailer**.  
819 A pedestrian means a **person** who is not **occupying** a motor vehicle, trailer or  
820 bicycle.
- 821 4. any other **person** while **occupying**:
  - 822 a. a vehicle covered under Part A - Liability Coverage of this policy, except a **non-**  
823 **owned auto**. The vehicle has to be operated by a **person** who is insured under  
824 Part A - Liability Coverage of this policy;
  - 825 b. a **non-owned auto**. The **bodily injury** has to result from such **non-owned auto's**  
826 operation or **occupancy** by a **person** listed as the Named Insured on the  
827 Automobile Declaration or a **person** listed as Designated Representative on the  
828 Automobile Declaration, the **spouse** or **family member** of either, or a Scheduled  
829 Operator shown on the Automobile Declaration as of the date of the accident.

#### 830 **Payment of Medical Expenses**

831 **We** may pay the injured **person** or any **person** or organization performing the services.

#### 832 **Limit of Liability**

833 The amount of coverage for medical expenses, including funeral services, is shown on the  
834 Automobile Declaration under "Limits" for MEDICAL PAYMENTS coverage. The maximum  
835 amount payable per **person** under Medical Payments Coverage for funeral services is the  
836  
837

838 limit for MEDICAL PAYMENTS coverage shown on the Declaration or \$6,000, whichever is  
839 less.

840 Only one of **your** Declarations will apply in a covered accident.

- 841 1. A motor vehicle and attached **trailer** are one vehicle and:
- 842 a. If **we** have written Medical Payments Coverage on both the **trailer** and the pulling  
843 unit in a covered accident, only the one highest limit applies.
- 844 b. If **we** have written Medical Payments Coverage on the towing unit only, then **we** will  
845 pay no more than the towing unit's one limit of coverage in a covered accident.
- 846 c. If **we** have written Medical Payments Coverage on the **trailer** in a covered accident,  
847 but **we** do not insure the towing unit for Medical Payments Coverage, then the limit  
848 of Medical Payments Coverage **we** show for the **trailer** is excess coverage over  
849 any other coverage available to the towing unit, operator, or the **trailer**.
- 850 2. The limit of liability shown on the Automobile Declaration for this coverage is **our**  
851 maximum limit of liability for each **person** injured in any one accident. This is the most  
852 **we** will pay regardless of the number of:
- 853 a. **insureds**;
- 854 b. claims made;
- 855 c. applicable insurance policies;
- 856 d. vehicles or premiums shown on the policy; or
- 857 e. vehicles involved in the accident.

858 Subject to all other terms of this coverage, when an injured **insured** in a covered accident  
859 is **occupying** a vehicle showing Medical Payments Coverage on this policy, the  
860 Declaration for that vehicle will apply. The injured **insured** cannot choose another  
861 Declaration.

#### 862 **If There Is Other Medical Payments Coverage**

- 864 1. Non-Duplication:  
865 No **person** for whom medical expenses are payable under this coverage shall recover  
866 more than once for the same medical expense under this or similar vehicle insurance.
- 867 2. Policies Issued by **Us**:  
868 If two or more policies and/or Declarations issued by **us** to **you, your spouse, your**  
869 **family member(s), the person(s)** shown as Designated Representative or Scheduled  
870 Operators on this policy's Automobile Declaration(s) or their **spouse(s) or family**  
871 **member(s)** provide vehicle medical payments coverage and apply to the same **bodily**  
872 **injury** sustained by any **insured** in a covered accident, the total limit of Medical  
873 Payments Coverage under all such policies and/or Declarations shall not exceed that of  
874 the one highest limit of Medical Payments Coverage.
- 875 3. Subject to items 1. and 2. above this coverage is excess:  
876 a. if a **temporary substitute auto** or a **non-owned auto** has other vehicle medical  
877 payments coverage on it; or  
878 b. if other vehicle medical payments coverage applies to **bodily injury** sustained by  
879 an **insured** on a bicycle or as a pedestrian in a covered accident.
- 880 4. This coverage does not apply if there is other vehicle medical payments coverage on a  
881 **newly acquired auto**.
- 882 5. **Trailers**:  
883 If **we** have written Medical Payments Coverage on the **trailer** in a covered accident, but  
884 **we** do not insure the towing unit for Medical Payments Coverage, then the limit of  
885 Medical Payments Coverage **we** show for the **trailer** is excess coverage over any other  
886 coverage available to the towing unit, operator, or the **trailer**.

#### 887 **When Part B – Medical Payments Coverage Does Not Apply**

888 There is no coverage:

- 889 1. While a **non-owned auto** is used:
- 890 a. by any **person** employed or engaged in any way in an **auto business**; or
- 891 b. in any other business or job other than farming. This does not apply when the first  
892 **person** listed as the Named Insured on the Automobile Declaration or the first  
893 **person** listed as the Named Insured on the Automobile Declaration or the first

- 894 **person** listed as Designated Representative on the Automobile Declaration, their  
895 **spouse**, their **family member**, or a Scheduled Operator listed on the Automobile  
896 Declaration, is operating or occupying a **private passenger auto**.
- 897 2. While **occupying** or through being struck by any motor vehicle or trailer:  
898 a. designed mainly for use off public roads while off public roads; or  
899 b. located for use as a residence or premises; or  
900 c. that runs on rails or crawler treads.
- 901 3. For **bodily injury** caused by or as a consequence of:  
902 a. discharge of a nuclear weapon (even if accidental);  
903 b. war (declared or undeclared);  
904 c. civil war;  
905 d. insurrection; or  
906 e. rebellion or revolution.
- 907 4. For medical expenses for **bodily injury**:  
908 a. sustained while **occupying** or through being struck by a vehicle owned or leased by  
909 **you, your spouse, your family member(s)**, the **person(s)** shown as Designated  
910 Representative on this policy's Automobile Declaration(s), their **spouse**, or their  
911 **family member(s)**, that is not a vehicle shown on **your** Automobile Declaration as  
912 having Medical Payments Coverage;  
913 b. to any employee arising out of and in the course of their employment if such  
914 employee has, or if their employer is required to have, a policy providing workers'  
915 compensation, non-occupational disability, or occupational disease benefits  
916 covering the **bodily injury**; or  
917 c. sustained by any **person**, other than **you, your spouse** or **family member**, or a  
918 **person** listed as Designated Representative on the Automobile Declaration or their  
919 **spouse** or **family member**, or Scheduled Operator listed on the Automobile  
920 Declaration, while **occupying** a vehicle:  
921 1) rented to others; or  
922 2) used to carry **persons** for a charge. This does not apply to a **private**  
923 **passenger auto** used on a share expense basis.
- 924 5. For **bodily injury** sustained by anyone while **occupying** any motorized vehicle having  
925 fewer than four wheels, unless that motor vehicle is shown on this policy as having this  
926 coverage.
- 927 6. For **bodily injury** sustained by anyone while **occupying** a vehicle without permission  
928 to do so.
- 929 7. For **bodily injury** from, or as a consequence of, the following, whether controlled or  
930 uncontrolled or however caused:  
931 a. nuclear reaction;  
932 b. radiation; or  
933 c. radioactive contamination.
- 934 8. For **bodily injury** sustained while **occupying** any vehicle designed for racing or any  
935 vehicle while competing in, practicing or preparing for, any racing or speed contest or  
936 other competitive event. Competitive event does not include participation in a parade or  
937 car show.
- 938 9. If an **insured's** conduct contributed to the **bodily injury** by seeking to elude lawful  
939 apprehension or arrest by a police officer, or while committing a felonious act.
- 940 10. For **bodily injury** which arises out of the transmission of a communicable disease to  
941 any **insured**.
- 942 11. For **bodily injury** expected or intended by an **insured** even if the resulting **bodily**  
943 **injury** is of a different kind, quality or degree than initially expected or intended, or is  
944 sustained by a different **person** than initially expected or intended.
- 945 12. For **bodily injury** which results from the willful or malicious acts of any **insured**.
- 946 13. For **bodily injury** to any **person** with illegal drugs present in their system, or any  
947 **person** whose blood alcohol exceeded the state's legal limit where the accident  
948 occurred, while the **person** was driving or operating the vehicle involved in the  
949 accident.

- 950 14. For **bodily injury** or property damage resulting from any actual, alleged, threatened or  
951 adjudicated sexual abuse, harassment, molestation, or relations.  
952 15. For any actual, alleged, threatened or adjudicated **bodily injury** or property damage  
953 resulting from physical, mental or emotional injury or damage including, but not limited to,  
954 that derived from abuse, harassment, belittlement, disparagement, revilement,  
955 castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation,  
956 torment, torture, devilment or bullying, whether through physical, verbal, imaged,  
957 texted, electronically transmitted, telephonic, or any other means.

## 958 **PART C – UNINSURED MOTOR VEHICLE COVERAGE**

959 **You** have this coverage if it appears on the Automobile Declaration.  
960

961 **We** will pay damages for **bodily injury** an **insured** is legally entitled to collect from the  
962 owner or driver of an **uninsured motor vehicle**. The **bodily injury** must be sustained by  
963 an **insured** and caused by an accident arising out of the operation, maintenance or use of  
964 an **uninsured motor vehicle**.  
965

966 **Uninsured Motor Vehicle** means:  
967

- 968 1. a land motor vehicle, the ownership maintenance or use of which:  
969 a. is not insured or bonded for **bodily injury** liability at the time of the accident; or  
970 b. the insuring company denies coverage or is, or becomes, insolvent;  
971 2. a "phantom vehicle" which is a land motor vehicle whose owner or driver remains  
972 unknown and causes **bodily injury** to the **insured**.  
973

974 If there is no physical contact with the "phantom vehicle" the **insured** or someone on  
975 his/her behalf must report the accident within twenty-four (24) hours to a police, peace or  
976 judicial officer and must file with **us** within thirty (30) days thereafter a statement under oath  
977 that the **insured** or his/her legal representative has a cause of action arising out of such  
978 accident for damages against a **person** or **persons** whose identity is unascertainable, and  
979 setting forth the facts in support thereof. The facts of the accident must be proven. **We** may  
980 request supporting evidence other than the testimony of a **person** making a claim under  
981 this or any similar coverage to support the validity of such claim. Failure of the insured to  
982 report a "phantom vehicle" accident and to provide the information requested concerning  
983 such vehicle may result in the denial of any insurance coverage otherwise available if we  
984 can establish that our rights have been prejudiced by lack of such notice.

985 An **uninsured motor vehicle** does not include a land motor vehicle:  
986

- 987 1. insured under the liability coverage of this policy; or  
988 2. owned by or furnished or available for the regular **use** of **you**, **your spouse**, any of  
989 **your family members**, the **persons** shown as Designated Representative on this  
990 policy's Automobile Declaration(s) or their **spouses** or **family members**;  
991 3. owned or operated by a **person** or organization qualifying as a self-insurer under any  
992 applicable motor vehicle financial responsibility law, motor carrier law or any similar law;  
993 or  
994 4. owned by any government or any of its political subdivisions or agencies; or  
995 5. designed for use mainly off public roads except while on public roads; or  
996 6. while located for **use** as a premises; or  
997 7. operated on rails or crawler treads.

### 998 **Who Is an Insured**

999 **Insured** – means the **person** or **persons** covered by the **Uninsured Motor Vehicle**  
1000 coverages.

1001 This is:

- 1002 1. the first **person** listed as the Named Insured on the Automobile Declaration and/or the  
1003 first **person** listed as Designated Representative on the Automobile Declaration;  
1004 2. the **spouse** of the **person(s)** identified in 1. above;  
1005 3. the **family members** of the **person(s)** identified in 1. above except that any **family**

1006 **member** who owns or leases an **auto** is only considered to be an **insured** while  
1007 occupying **your auto**, a **temporary substitute auto**, a **newly acquired auto**, or **trailer**  
1008 attached to one of these **autos**; and

1009 4. any other **person** while **occupying**:

- 1010 a. **your auto**, a **temporary substitute auto**, a **newly acquired auto**, or **trailer**  
1011 attached to one of these **autos**. Such **auto** or **trailer** has to be used within the  
1012 scope of consent of **you**, **your spouse**, a **person** shown as Designated  
1013 Representative on the Automobile Declaration, or the **spouse** of the first **person**  
1014 listed as Designated Representative on the Declaration; or  
1015 b. an **auto** not owned or leased by:  
1016 1). **you**;  
1017 2). a **person** shown as Designated Representative or a Scheduled Operator on  
1018 the Automobile Declaration; or  
1019 3). the **spouse** or **family member** of anyone identified in 1). or 2). above;  
1020 or a **trailer** attached to such an **auto**. Such **auto** must be driven by **you**, **your**  
1021 **spouse**, a **person** listed as Designated Representative or Scheduled Operator on  
1022 the Automobile Declaration, or the **spouse** of the first Designated Representative  
1023 listed on the Declaration, and within the scope of the owner's consent.

1024 Such other **person** identified in this paragraph 4. who is **occupying** a vehicle used to  
1025 carry **persons** for a charge is not an **insured**. A share-the-expense car pool is not  
1026 considered carrying **persons** for a charge.

1027 5. any **person** entitled to recover damages because of **bodily injury** to an **insured** under  
1028 1 through 4 above.

1029 **We** do not provide **Uninsured Motor Vehicle** Coverage for **bodily injury** sustained by any  
1030 **insured** using a vehicle without permission to do so.

1031 **Consent to Be Bound**

1032 **We** are not bound by any judgment against any **person** or organization obtained without  
1033 **our** written consent.

1034 **Payment of Loss**

1035 **We** may pay:

- 1036 1. the **insured**;  
1037 2. a parent or guardian if the **insured** is a minor or an incompetent **person**;  
1038 3. the surviving **spouse**; or  
1039 4. at **our** option, a **person** authorized by law to receive such payment; or  
1040 5. an organization rendering the service.

1041 Payment under Part C - Uninsured Motor Vehicle Coverage will not constitute an admission  
1042 of liability of any **person**, or of **us** except under Part C - Uninsured Motor Vehicle  
1043 Coverage.

1044 **Limits of Liability**

- 1045 1. The amount of coverage is shown on the Automobile Declaration under "UNINSURED  
1046 MOTOR VEHICLE - PER PERSON, PER ACCIDENT. Under PER PERSON is the  
1047 amount of coverage for all damage, including damages for care and loss of services,  
1048 consortium or death, arising out of and due to **bodily injury** to one **person**. Under  
1049 PER ACCIDENT is the total amount of coverage, subject to the amount shown under  
1050 PER PERSON, for all such damages arising out of and due to **bodily injury** to two or  
1051 more **persons** in the same accident. **Persons** having a derivative claim including but  
1052 not limited to a claim for loss of care or services do not constitute a separate and  
1053 distinct **bodily injury** or limit of coverage. Only one "Per Person" limit applies for all  
1054 damages and claims of all claimants arising out of one **person's bodily injury**.  
1055 2. Any amount payable under this coverage shall be reduced by any amount paid or  
1056 payable to, or for, the **insured**:  
1057 a. by or for any **person** or organization who is or may be held legally liable for the  
1058 **bodily injury** to the **insured**; or  
1059  
1060  
1061

b. for **bodily injury** under the liability coverage of any other policy.

3. Any payment made to a **person** under this coverage shall be reduced by any amount payable to that **person** under the **bodily injury** liability coverage of this policy.
4. The limits of liability are not increased because:
  - a. more than one vehicle is insured under this policy; or
  - b. more than one **person** is insured at the time of the accident.
5. Regardless of the limits of UNINSURED MOTOR VEHICLE coverage stated in the Automobile Declaration, the limits of UNINSURED MOTOR VEHICLE coverage will not exceed the applicable limit of Uninsured Motor Vehicle coverage mandated by the Financial Responsibility Law of the state in which the accident occurred for:
  - a. any **person** other than **you, your spouse, your family member** or Scheduled Operator shown on the Automobile Declaration as of the date of the accident, **using your auto, a newly acquired auto, temporary substitute auto, non-owned auto, or trailer** that is either attached to one of these **autos** or shown as a vehicle insured for this coverage on the Automobile Declaration.

### Other Insurance

1. If an **insured** sustains **bodily injury** while on a bicycle or as a pedestrian or while **occupying** a vehicle that is not owned or leased by that **insured** and that is not **your auto**, any coverage under this policy that applies will be excess over any other uninsured motor vehicle coverage.
2. Subject to 1. above, **we** are liable only for **our** share. **Our** share is that percent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverage applicable to the accident.
3. **Trailers:**

This Uninsured Motor Vehicle Coverage does not apply when:

  - a. a **trailer** not shown as a vehicle insured on this policy; or
  - b. a **trailer** shown as a vehicle insured on this policy but the Declaration for that **trailer** does not show Uninsured Motor Vehicle Coverage for such **trailer**;

is connected to an **auto**, other than **your auto**, that has uninsured motor vehicle coverage applicable to the accident.

### When Part C – Uninsured Motor Vehicle Coverage Does Not Apply

There is no coverage under **Uninsured Motor Vehicle** coverage:

1. for any **insured** who, without **our** written consent, settles with any **person** or organization who may be liable for the **bodily injury** and thereby impairs **our** right to recover **our** payments.
2. for damages sustained by any **insured** if benefits are:
  - a. payable to, or on behalf of, such **insured** under any **compensation law** as a result of the same accident; or
  - b. required by any **compensation law** to be provided to, or on behalf of, such **insured** as a result of the same accident.

This exclusion 2. does not apply to the amounts of coverage mandated by any uninsured motorist insurance law or financial responsibility law applicable to the accident, but does apply to coverages which are not mandated by such laws.
3. for punitive or exemplary damages.
4. for **bodily injury** if an **insured's** conduct contributed to the **bodily injury** by seeking to elude lawful apprehension or arrest by a police officer, or while committing a felonious act.
5. for **bodily injury** which arises out of the transmission of a communicable disease to any **insured**.
6. for **bodily injury** sustained while **occupying** any vehicle designed for racing or any vehicle while competing in, or practicing or preparing for, any racing or speed contest or other competitive event. Competitive event does not mean participating in a parade or car show.
7. for **bodily injury** resulting from any actual, alleged, threatened or adjudicated sexual

1118 abuse, harassment, molestation, or relations.

1119 8. for any actual, alleged, threatened or adjudicated **bodily injury** resulting from physical,  
1120 mental or emotional injury or damage including, but not limited to, that derived from  
1121 abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement,  
1122 criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or  
1123 bullying, whether through physical, verbal, imaged, texted, electronically transmitted,  
1124 telephonic, or any other means.

1125 9. for **bodily injury** sustained while occupying **your auto** when it is being used as a public  
1126 or livery conveyance. This exclusion does not apply to a share-the-expense carpool.  
1127

#### 1128 EFFECT OF UNINSURED MOTORIST INSURANCE LAWS OR FINANCIAL 1129 RESPONSIBILITY LAWS

1130 If an applicable uninsured motorist law or financial responsibility law renders any provision  
1131 of this Part of the policy unenforceable, **we** will provide only the minimum limits mandated  
1132 by such law. However, if other insurance covers an **insured's** claim and provides those  
1133 required minimum limits, the provisions of this policy are fully enforceable.  
1134

1135 All provisions of this Part of the policy which exceed the requirements of any applicable  
1136 uninsured motorist insurance law or financial responsibility law or are not governed by it,  
1137 are fully enforceable.  
1138

### 1139 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

1140 **You** have this coverage if it appears on the Automobile Declaration for **your auto**.  
1141  
1142

1143 **Actual Cash Value (ACV)** – means the depreciated worth of the **auto** or part immediately  
1144 prior to the accident. **Actual cash value** is determined by **us**, based upon **our** knowledge  
1145 of the prices charged by **auto** or parts merchants in the geographic area where either the  
1146 first **person** listed as Named Insured or the first **person** listed as Designated  
1147 Representative on the Automobile Declaration resides. To aid **us** in determining **actual**  
1148 **cash value**, **we** may utilize any one or more of the databases, appraisal tools and other  
1149 methods commonly used in the insurance industry to evaluate similar vehicles or parts.  
1150 **Actual cash value** is determined by the age and condition at the time the **loss** occurred.  
1151 Any deductible amount that applies is then subtracted.

1152 **Collision** – means the upset or overturn of an **auto** to which **COLLISION** coverage on this  
1153 policy applies, or the impact of such **auto** with another vehicle or object.  
1154

1155 **Cost to Repair or Replace** – means the amount of money required to pay for the **repair** or  
1156 replacement of the vehicle or part. **Cost to repair or replace** is determined by **us**, based  
1157 upon **our** knowledge of the prices charged by repair or replacement facilities in the  
1158 geographic area where the **repair** is to be done. To aid **us** in determining **cost to repair**  
1159 **or replace**, **we** may utilize any one or more of the databases, appraisal tools and other  
1160 methods commonly used in the insurance industry to determine the prices charged by  
1161 repair facilities in the geographic area where the **repair** or replacement is to be done.  
1162 The **cost to repair or replace** is based upon:

- 1163 1. the cost of **repair** as determined by **us**, or
- 1164 2. the lower of:

1165 a. a competitive bid approved by **us**, or

1166 b. an estimate written based upon the prevailing competitive price. The prevailing  
1167 competitive price means labor rates, parts prices and material prices charged in the  
1168 area where the auto is to be repaired as determined by **us**. If you ask, **we** will  
1169 identify some facilities that will perform the repairs at the prevailing competitive  
1170 price.

1170 **Loss** – Means each direct, sudden and accidental loss of or damage to an **auto** to which  
1171 this Part D – Coverage for Damage to Your Auto applies, and to the equipment  
1172 permanently attached to, and common to the use and operation of, such **auto** as a  
1173 vehicle. However, **loss**, including the **cost to repair or replace**, does not include any

1174 loss of use, or any reduction in the value of any vehicle or detachable living quarters after  
1175 it has been repaired, as compared to its value before it was damaged.

1176 **Repair** – means the restoration of form and function by restoring existing parts or by using  
1177 **replacement parts** if they are needed. **We** do not warrant or guarantee the workmanship  
1178 of any repairs. **Repair** does not mean the restoration of pre-damage value nor does it  
1179 include compensation for the diminution of such value caused by the accident. It also  
1180 includes:

- 1181 1. the reasonable cost of towing an **auto** to which Part D – Coverage for Damage to  
1182 Your Auto applies, to the nearest place where the necessary repairs can be made and  
1183 storing it until **we** either deny, or offer to settle, a claim under **Other Than Collision** or  
1184 **Collision** coverage; and
- 1185 2. the reasonable cost which **you** incur immediately after a **loss** to protect the **auto** and  
1186 its equipment from further **losses**.

1187 **Replacement Parts** – means new or previously utilized parts, made by any manufacturer,  
1188 whether or not the manufacturer made the original part or **auto**.

1189  
1190 Subject to all other provisions in this section and of this policy, any applicable coverage for  
1191 OTHER THAN COLLISION or COLLISION **loss(es)** available under Part D of this policy for  
1192 **your auto**, also applies to a **newly acquired auto**, or a **temporary substitute auto**,  
1193 except this insurance does not apply if there is other similar coverage on a **newly acquired**  
1194 **auto**.

1195  
1196 For coverage for an **OTC** or **COLLISION loss** to be applicable to a **non-owned auto**, the  
1197 **non-owned auto** must be driven by, or in the custody of, **you, your spouse, your family**  
1198 **member**, the first **person** listed as Designated Representative on the Automobile  
1199 Declaration or their **spouse** or **family member**.

1200  
1201 If:

- 1202 1. **your** policy with **us** has multiple vehicles showing Part D – Coverage For Damage to  
1203 Your Auto; and/or
- 1204 2. **you** have multiple policies with **us** showing Part D – Coverage For Damage to Your  
1205 Auto; and
  - 1206 a. an **auto** shown on an Automobile Declaration of one of **your** policies with **us** is  
1207 involved in a covered accident only the coverage from the Declaration of the vehicle  
1208 involved in the accident will apply;
  - 1209 b. a **temporary substitute auto** is involved in a covered accident only the coverage  
1210 from the Declaration of **your** vehicle the **temporary substitute auto** is temporarily  
1211 replacing, will apply;
  - 1212 c. a **newly acquired auto** which replaces one of **your autos** is involved in a covered  
1213 accident only the coverage from the Declaration of the vehicle the **newly acquired**  
1214 **auto** replaces will apply;
  - 1215 d. a **newly acquired auto** which is an added **auto** is involved in a covered accident  
1216 only the coverage from one Declaration of **your** choosing, which is in force at the  
1217 time of the purchase of the **newly acquired auto** and in force at the time of the  
1218 accident, will apply.

1219 Regarding c. and d. above, there is no Part D coverage on this policy for a **newly**  
1220 **acquired auto** if there is any similar physical damage coverage available from any  
1221 other source.

1222 Only one of **your** Declarations will apply to a vehicle in a covered accident.

1223  
1224 **We** have the right to require completion of repairs before payment is made.

1225 If **we** can pay the **loss** under either **Other Than Collision** or **Collision**, **we** will pay under  
1226 the coverage where **you** collect the most.

1227  
1228 **We** may move the damaged property at **our** expense. If **you** do not give **us your** consent,  
1229 **we** will pay only the storage costs which would have resulted if **we** had moved the

1230 damaged property.

1231 **Who Is An Insured**

1232 **Insured** means **you**, and if **you** are:

- 1233 1. An individual, **insured** also means:

  - 1234 A. **your spouse**;
  - 1235 B. **your family members**;

- 1236 2. A partnership, **insured** also means:

  - 1237 A. **your** members and partners and the **person(s)** listed as Designated
  - 1238 Representative on the Automobile Declaration;
  - 1239 B. the **spouses** and **family members** of those identified in 2. A.;

- 1240 3. A limited liability company, **insured** also means:

  - 1241 A. **your** members and managers and the **person(s)** listed as Designated
  - 1242 Representative on the Automobile Declaration;
  - 1243 B. the **spouses** and **family members** of those identified in 3. A.;

- 1244 4. A corporation, **insured** also means:

  - 1245 A. **your** officers, directors or shareholders and the **person(s)** listed as Designated
  - 1246 Representative on the Automobile Declaration;
  - 1247 B. the **spouses** and **family members** of those identified in 4. A.;

- 1248 5. A trust or other entity, **insured** also means:

  - 1249 A. **your** executors, administrators, or directors of the Trust or other entity, and the
  - 1250 **person(s)** listed as Designated Representative on the Automobile Declaration;
  - 1251 B. the **spouses** and **family members** of those identified in 5. A.

1252 **OTHER THAN COLLISION (OTC)**

1253 **You** have this coverage if it appears on the Automobile Declaration.

1254 **We** will pay sudden and accidental **loss** not otherwise excluded, to those **auto's** for which this **OTC** coverage applies.

1255 If a deductible applies, the amount of the deductible is shown on the Automobile Declaration. The deductible, if any, will be subtracted from the amount of the **cost to repair or replace** for which this **OTC** coverage applies.

1256 If **we** offer to pay for the repair of damaged windshield glass instead of the replacement of the windshield, **we** will pay the full cost of repairing the windshield glass regardless of **your** deductible.

1257 Breakage of glass, or **loss** caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, is payable under this **OTC** coverage.

1258 **Loss** caused by **collision** is not covered under **OTC**, except **loss** due to hitting, or being hit by, a bird, animal, or **person** is payable under this **OTC** coverage.

1259 **We** will reimburse **you** for covered transportation costs if an **auto** to which this **OTC** coverage applies, is stolen. **We** will pay up to \$25 per day to a maximum of \$500 per occurrence for the period that begins 48 hours after **you** tell **us** of the theft. The period ends when the **auto** has been returned to use or **we** offer to pay for **loss**.

1260 If the daily incurred transportation costs are payable under both **Other Than Collision** coverage and **Transportation and Travel Expenses** coverage, **we** will pay under the one coverage where **you** collect the most. If payments have been made under **Transportation and Travel Expenses** coverage and such payments have exhausted the total amount payable under **Transportation and Travel Expenses** then the **Other Than Collision** coverage will apply.

1261 **COLLISION**

1262 **You** have this coverage if it appears on the Automobile Declaration. The deductible amount

for this coverage is shown on the Declaration.

**We** will pay that portion of a covered **collision loss** to an **auto** for which this **COLLISION** coverage applies, but only for the amount of each such **loss** in excess of the deductible amount. If the **collision** is with another **auto** insured with **us**, **you** do not pay **your** deductible.

If **we** offer to pay for the repair of damaged windshield glass instead of the replacement of the windshield, **we** will pay the full cost of repairing the windshield glass regardless of **your** deductible.

#### **Limit of Coverage – Other than Collision and Collision**

The limit of **our** liability for **loss** to property or any part of it is the lesser of:

1. the **actual cash value**;
2. the **cost to repair or replace** the property with property of like kind and quality;
3. the insurable interest **you** have in the property.

The most **we** will pay for:

1. paint, wraps, decals, and other items of non-electronic equipment, custom wheels, alterations or modifications which were permanently attached to **your auto** after the time of its original sale; and
2. any child restraint systems or other items of safety equipment required by Federal or State law to be present in the vehicle; and
3. camper shells or bedliners not attached to **your auto**;

is \$1,000 for any one accident regardless of the number of such items damaged or stolen.

The most **we** will pay under the **Other than Collision** or **Collision** coverage for a loss to electronic equipment not originating from the vehicle manufacturer is \$500.

The most **we** will pay under the **Other Than Collision** or **Collision** coverage for a **loss** to a non-owned **trailer** as described under **Trailer Coverage** is \$2,500.

#### **Settlement of Loss – Other than Collision and Collision Coverages**

**We** have the right to settle a **loss** with **you** or the owner of the property in one of the following ways; at **our** option:

1. pay to **repair** or replace the property or part with like kind and quality. If the **repair** or replacement results in better than like kind and quality, **you** must pay for the amount of the betterment;
2. return the stolen property and pay for any damage due to the theft; or
3. pay the **actual cash value (ACV)** of the property at the time of the **loss** in exchange for the damaged property, but it cannot be abandoned to **us**. **You** also agree to execute and deliver to **us** at the time of payment whatever legal documents **we** may request to give **us** full ownership of the item.
4. pay the **ACV** of the property at the time of the **loss** less the salvage value.

If the owner and **we** cannot agree on the **actual cash value (ACV)**, either party may demand an appraisal as described below.

Appraisal shall be conducted according to the following procedure. Each party shall select an appraiser. These two shall select a third appraiser. The written decision of any two appraisers in agreement shall be binding. If the owner keeps the damaged property, **we** will deduct its value after the **loss** from **our** payment.

The cost of the appraiser shall be paid by the party who hired him or her. The cost of the third appraiser and other appraisal expenses shall be shared equally by both parties. **We** do not waive any of **our** rights by agreeing to an appraisal.

#### **Trailer Coverage**

1. Owned **Trailer**

**Your trailer** is covered:

- a. when it is described on the Automobile Declaration; and

b. for the coverages shown as applying to it on the Automobile Declaration.  
We will not pay for **loss** to a camper body or **trailer you** own which is not shown on the Automobile Declaration. This exclusion does not apply to a camper body or **trailer you**;

- 1) acquire during the policy period, and
- 2) ask **us** to insure within thirty (30) days after **you** become the owner.

**You** must pay **us** any additional premium amount due from the date of purchase.

## 2. Non-owned **Trailer**

Any physical damage coverage in force on **your auto** applies to a non-owned **trailer** used by the first **person** listed as Named Insured on the Automobile Declaration, his/her **spouse** or **family member**, or the first **person** listed as Designated Representative on the Automobile Declaration, his/her **spouse** or **family member**. Only one Declaration can apply.

The most **we** will pay under the **Other Than Collision** or **Collision** coverage for a **loss** to such non-owned **trailer** is \$2,500.

A non-owned **trailer** is one that:

1. is not owned by or registered in the name of:
  - a. **you**, **your spouse**, **your family member**, or any **person** listed as Designated Representative or Scheduled Operator on this policy's Automobile Declaration(s), their **spouse** or their **family member**;
  - b. any **person**, other than those identified in a. above, residing in the same household as **you** or any **person** listed as Designated Representative or Scheduled Operator on this policy's Automobile Declaration(s); or
  - c. an employer of **you**, **your spouse**, **your family member**, any **person** listed as Designated Representative or Scheduled Operator on this policy's Automobile Declaration(s), their **spouse** or their **family member**.

## When Part D - Coverage for Damage to Your Auto Does Not Apply

There is no coverage for:

1. A **non-owned auto**:
  - a. while being repaired, serviced, operated, maintained, occupied or used by any **person** while that **person** is working in any **auto business**; or
  - b. while used in any other **business** or occupation other than farming. This does not apply to a **private passenger auto** driven or occupied by the first **person** listed as the Named Insured on the Automobile Declaration, his/her **spouse** or **family member**, or the first **person** listed as Designated Representative on the Automobile Declaration, his/her **spouse** or **family member**; or
  - c. when operated, maintained, occupied or used by an **insured** outside the scope of consent of the owner of the vehicle; or
  - d. being operated, maintained, occupied or used by any **person** while employed or otherwise engaged in the **business** of selling, repairing, servicing, storing, or parking vehicles designed for **use** on public highways. This includes road testing and delivery.
2. A **non-owned auto** or **temporary substitute auto** that is not a **private passenger auto**.
3. Any:
  - a. vehicle while rented to others or used to carry **persons** for a charge. This does not apply to the **use** on a share expense basis; or
  - b. lien or lease interest not shown on this contract; or
  - c. vehicle owned by a **person** or organization engaged in the **business** of selling, leasing, renting, repairing, servicing, maintaining, installing equipment in or on, cleaning, storing, parking, or transporting motor vehicles unless such vehicle is a **private passenger auto** which has been rented by **you** or the first **person** shown as Designated Representative on the Automobile Declaration, rental considerations have been paid by **you** or the first **person** shown as Designated Representative,

- 1398 and RSMo 379.201 does not provide coverage for such rented vehicle under Part A  
1399 – liability Coverage of this policy; or  
1400 d. vehicle loaned to any **insured**, Scheduled Operator, or **family member** of any  
1401 Scheduled Operator, for demonstration purposes or as a replacement for **your auto**  
1402 while it is out of **use** due to breakdown, repair or servicing.
- 1403 4. **Loss** to any vehicle due to:  
1404 a. taking by any governmental authority;  
1405 b. war of any kind;  
1406 c. conversion, embezzlement or secretion by any **person** who has the vehicle due to  
1407 any lien, rental, lease or sales agreement.
- 1408 5. Damage due and confined to:  
1409 a. wear and tear;  
1410 b. freezing;  
1411 c. rust;  
1412 d. deterioration;  
1413 e. latent or inherent defect;  
1414 f. mechanical or electrical breakdown or failure;  
1415 g. overheating or lack of lubrication; or  
1416 h. accidental inflation of an airbag which is not the result of a covered loss.
- 1417 6. Tires unless:  
1418 a. stolen, or damaged by fire, vandalism or malicious mischief; or  
1419 b. other **loss** covered by **Part D – Coverage For Damage To Your Auto** happens at  
1420 the same time.
- 1421 7. **Loss** to:  
1422 a. any electronic equipment designed for the reproduction of sound, including, but not  
1423 limited to:  
1424 1) AM, FM, or Satellite radios and stereos;  
1425 2) tape, cartridge, flash drive, or compact disc players; or  
1426 3) MP3 players, iPods, or other types of sound devices.  
1427 b. any other electronic equipment that records, generates, receives, stores or  
1428 transmits audio, visual or data signals including but not limited to:  
1429 1) all personal media devices;  
1430 2) GPS and all other navigational equipment;  
1431 3) personal handheld video game systems;  
1432 4) digital video players;  
1433 5) LCD monitors;  
1434 6) DVD and Blu-ray devices;  
1435 7) citizens band and amateur radios;  
1436 8) telephones, Bluetooth and any other mobile network devices;  
1437 9) two-way mobile radios;  
1438 10) scanning monitor receivers;  
1439 11) television monitor receivers;  
1440 12) video recorders;  
1441 13) audio recorders; or  
1442 14) personal computers.  
1443 c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media  
1444 used with equipment described in (a.) or (b.), or  
1445 d. any other accessories used with equipment described in (a.) or (b.).  
1446 This exclusion (7) does not apply at the time of **loss** to:  
1447 a. equipment:  
1448 1) permanently installed in **your auto** or a **newly acquired auto** by the  
1449 manufacturer of the **auto**; or  
1450 2) removable from a housing unit which is permanently installed in the **auto** by the  
1451 manufacturer of the **auto**; or  
1452 3) designed to be solely operated by use of the power from the electrical system of  
1453 **your auto** or a **newly acquired auto**;

- 1454 at the time of **loss**.
- 1455 b. any other electronic equipment that is:
- 1456 1) necessary for the normal operation of the **auto** or the monitoring of the **auto's**
- 1457 operating system; or
- 1458 2) an integral part of the same unit housing any sound reproducing equipment
- 1459 described in (a.) and permanently installed in the opening of the dash or
- 1460 console of **your auto** or any **newly acquired auto** normally used by the
- 1461 manufacturer for installation of a radio;
- 1462 but subject to the limitation of coverage for equipment not originating from the
- 1463 vehicle manufacturer.
- 1464 The most **we** will pay under the **Other than Collision** or **Collision** coverage for a loss
- 1465 to electronic equipment not originating from the vehicle manufacturer is \$500.
- 1466 8. Any equipment designed or used for the detection or location of radar or laser.
- 1467 9. **Loss** due to or as a consequence of radioactive contamination, discharge of any
- 1468 nuclear weapon even if accidental, war declared or undeclared, civil war, insurrection,
- 1469 or rebellion or revolution.
- 1470 10. **Loss** to any vehicle designed for racing or damaged while competing in, or practicing
- 1471 or preparing for, any racing or speed contest or other competitive event. Competitive
- 1472 event does not mean participating in a parade or car show.
- 1473 11. Damage to any vehicle if the actions of any **insured** contributed to the damage by
- 1474 seeking to elude lawful apprehension, arrest by a police officer or while committing a
- 1475 felonious act.
- 1476 12. Damage resulting from modifying a device's operating functions, procedures,
- 1477 specifications, voltage, input, or output beyond its documented capabilities, limits, or
- 1478 thresholds.
- 1479 13. Damage to personal property contained in or on a vehicle at the time of accident.

#### 1480 **If There Is Other Coverage:**

##### 1481 **Your Auto**

1482 If other coverage applies to **loss** or expenses to **your auto**, **we** will pay only **our** share.

1483 **Our** share is the percent the limit of liability of this policy bears to the total of all

1484 coverage that applies.

##### 1485 **Temporary Substitute Auto, Non-owned Auto, Trailer**

1486 Subject to all other terms of this Part D coverage, if a **temporary substitute auto**, a

1487 **non-owned auto** or **trailer** covered by this Part D coverage has other coverage

1488 available for the same damages, then this coverage is excess.

##### 1489 **Non Owned Trailers**

1490 If a non-owned **trailer**, covered under the Trailer Coverage section of Part D, has other

1491 coverage available for the same damages, then this limit of \$2500 coverage does not

1492 apply.

##### 1493 **Newly Acquired Auto**

1494 This insurance does not apply if there is similar coverage on a **newly acquired auto**.

##### 1495 **No Benefits to Bailee**

1496 These coverages shall not directly or indirectly benefit any carrier or other bailee for

1497 hire liable for **loss**.

## 1500 **CONDITIONS**

### 1501 **1. Bankruptcy**

1502 Bankruptcy or insolvency of the **insured** will not relieve **us** of any obligations under this

1503 policy.

### 1504 **2. Policy Changes**

1505 a. Policy Terms. The terms of this policy may be changed or waived only by:

- 1506 1) a written endorsement issued by **us**; or
- 1507 2) the revision of this policy form to give broader coverage without an extra charge. If
- 1508 any coverage **you** carry is changed to give broader coverage, **we** will give **you** the
- 1509

- 1510 broader coverage without the issuance of a new policy as of the date **we** make the  
1511 change effective.
- 1512 b. Change of Interest. No change of interest in this policy is effective unless **we** consent  
1513 in writing. However, if **you** die, **we** will protect as Named Insured:
- 1514 1) **your** surviving **spouse**; or  
1515 2) **your** legal representative while acting within the scope of his or her duties.  
1516 Policy notice requirements are met by mailing the notice to the deceased Named  
1517 Insured's last known address.
- 1518 c. Joint and Individual Interests. When there are two or more persons listed as Named  
1519 Insureds, each acts for all to cancel or change the policy.

### 1520 3. Legal Action Against Us

1521 There is no right of action against **us**:

- 1522 a. until all the terms of this policy have been met; and  
1523 b. under the liability coverage, until the amount of damages an insured is legally liable  
1524 to pay has been finally determined by:
- 1525 1) judgment after actual trial, and appeal if any; or  
1526 2) agreement between the **insured**, the claimant and **us**.
- 1527 c. under any uninsured motor vehicle coverage, medical payments coverage, coverage  
1528 for damage to **your auto**, accidental death coverage, or disability income coverage  
1529 until 30 days after **we** get the **insured's** notice of accident or loss.

1530 No **person** or organization has any right under this policy to join **us** in any action to  
1531 determine the liability of any **insured**.

### 1532 4. Our Right to Recover Payments

1533 If **we** make a payment under any part of, or endorsements to, this policy and the **person**  
1534 to or for whom payment was made has a right to recover damages from another, **we** will  
1535 be subrogated to that right.

- 1536 a. Medical payments (Coverage B) are not recoverable by **us** in Missouri, but **we**  
1537 reserve the right to recover where allowable.
- 1538 b. Under **Uninsured Motor Vehicle** coverage:
- 1539 1) **we** are subrogated to the extent of **our** payments to the proceeds of any settlement  
1540 or judgment the injured **person** recovers from any party liable for the **bodily injury**.  
1541 2) if the **person** to or for whom **we** have made payment has not recovered from the  
1542 party at fault, he or she shall:
- 1543 a) keep these rights in trust for **us**;  
1544 b) execute any legal papers **we** need; and  
1545 c) when **we** ask, take action through **our** representative to recover **our** payments.
- 1546 **We** are to be repaid **our** payments, costs, and fees of collection out of any recovery.
- 1547 c. Under **Underinsured Motor Vehicle** coverage:

- 1548 1) **we** are subrogated to the amount **we** pay; and  
1549 2) upon payment **we** are entitled to an assignment of any judgment obtained by the  
1550 injured **person** against the party liable for the **bodily injury**; and  
1551 3) the injured **person** shall:
- 1552 a) execute any legal papers **we** need; and  
1553 b) help **us** get **our** money back.

1554 **Our** right to recover payment does not apply with respect to UNDERINSURED  
1555 MOTOR VEHICLE coverage if **we**:

- 1556 1. Have been given prompt written notice of a tentative settlement between an  
1557 **insured** and the insurer of an **underinsured motor vehicle**; and  
1558 2. Fail to advance payment to the **insured** in an amount equal to the tentative  
1559 settlement within thirty (30) days after receipt of notification.

1560 If **we** advance payment to the **insured** in an amount equal to the tentative settlement  
1561 within thirty (30) days after receipt of notification:

- 1562 a). That payment will be separate from any amount the **insured** is entitled to  
1563 recover under the provisions of UNDERINSURED MOTOR VEHICLE coverage;  
1564 and  
1565 b). **We** also have a right to recover the advanced payment.

- 1566 d. Under all other coverages, the right of recovery of any party **we** pay passes to **us**.  
1567 Such party shall:  
1568 1) not hurt **our** rights to recover;  
1569 2) help **us** get **our** money back.  
1570 e. If the **person** to or for whom **we** have made payment has not recovered from the  
1571 party at fault, he or she shall:  
1572 1) keep these rights in trust for **us**;  
1573 2) execute any legal papers **we** need; and  
1574 3) when **we** ask take action through **our** representative to recover **our** payments.  
1575 f. If **we** make a payment under this policy and the **person** to or for whom payment is  
1576 made recovers damages from another, that **person** will:  
1577 1) promptly notify us of all recoveries; and  
1578 2) hold in trust for **us** the proceeds of the recovery; and  
1579 3) reimburse **us** to the extent of **our** payments.  
1580 **We** are to be repaid **our** payments, costs, and fees of collection out of any recovery.

## 1581 5. Renewal

1582 **We** agree, unless **we** mail to **you** a written notice of cancellation, notice of expiration, or  
1583 a notice of **our** intention not to renew, to renew the policy for the next policy period  
1584 upon **your** payment of the renewal premium. **We** will not provide **you** with prior notice  
1585 of cancellation, notice of expiration or notice of our intention not to renew the policy for  
1586 failure to pay the renewal premium. It is agreed that the renewal premium will be based  
1587 upon the rates in effect at the time of the policy renewal.

1588 A notice of **our** intention to not renew will be mailed to **your** last known address at least  
1589 30 days before the end of the current policy period. **We** will use regular mail. The  
1590 mailing of the notice shall be sufficient proof that notice was given.

1591 These agreements to continue and renew are void if:

- 1592 a. **you** fail to pay the premium when due;  
1593 b. **your** driver's license was under suspension or revocation at any time during the  
1594 policy period.  
1595 If more than one **person** is shown as Named Insured or Scheduled Operator on this  
1596 policy's Automobile Declaration(s) but only one has had a driver's license under  
1597 suspension or revocation:  
1598 1) **we** will not cancel for this reason, and  
1599 2) **we** may issue an endorsement removing all coverage for that **person** while  
1600 operating any vehicle insured under this policy and while that **person's** license is  
1601 under suspension or revocation. If there is no endorsement removing all  
1602 coverage, **our** maximum limit of liability afforded to that **person** for all coverages  
1603 will not exceed the limit mandated by the applicable Financial Responsibility Law  
1604 while that **person's** driver's license is suspended or revoked.  
1605 c. **you** and/or **your family member** age 21 or older fail to maintain an active Missouri  
1606 Farm Bureau membership.

## 1607 6. Premium Payments

1608 If **you** pay the premium when due, this policy provides insurance coverages in the  
1609 amounts shown on the Declaration, subject to all other policy provisions. No insurance  
1610 is afforded under this policy if payment of premium is not received by **us** by the due  
1611 date. If premium payment is made and, for any reason, the payment is not honored by  
1612 the bank or financial institution on which it is drawn, no insurance is provided for any of  
1613 the policy period.

## 1614 7. Changes in the Premium During the Policy Period

1615 The premium for this policy is based on information Farm Bureau Town & Country  
1616 Insurance Company of Missouri has received from **you** or other sources. If the  
1617 information is incorrect or incomplete, or changes during the policy period, **you** must  
1618 inform Farm Bureau Town & Country Insurance Company of Missouri of any changes  
1619 regarding the following:

- 1620 a. **your auto** or its use including, but not limited to, annual mileage;  
1621 b. the **persons** who regularly drive **your auto**, including, but not limited to, **your** newly

- licensed family members;
- c. **your** marital status; or
- d. the location where **your auto** is principally garaged.

**You** agree that if this information or any other information used to determine the premium is incorrect or incomplete, or changes during the policy period, **we** may decrease or increase the premium during the policy period based upon the corrected, completed or changed information. **You** agree that if the premium is decreased or increased during the policy period, Farm Bureau Town & Country Insurance Company of Missouri will refund or credit to **you** any decrease in premium and **you** will pay any increase in premium.

## 8. Cancellation

How **You** May Cancel. **You** may cancel **your** policy by notifying **us** in writing of the date to cancel, which must be later than the date **you** mail or deliver it to **us**. **We** may waive these requirements by confirming the date and time of cancellation to **you** in writing. How and When **We** May Cancel. If **we** decide to cancel this policy for any reason except at **your** request or for non-payment of premium, **we** will send notice to **you**, mailed to **your** last known address, at least ten (10) days before the cancellation is to be effective if the policy has been in force for sixty (60) days or less, or at least thirty (30) days notice before the cancellation is to be effective if the policy has been in force for more than sixty (60) days. 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 Automobile Insurance Plan.

After this policy has been in effect for sixty (60) days, **we** will not cancel it, except for the following reasons:

1. Non-payment of premium and/or membership;
2. Suspension or revocation during the policy period, of **your** driver's license. If more than one **person** is shown on the Automobile Declaration as a Named Insured or Scheduled Operator, but only one has had a driver's license under suspension or revocation, **we** will not cancel the policy for this reason. However, **we** may issue an endorsement removing all coverage for that **person** while operating any vehicle insured under this policy and while that **person's** license is under suspension or revocation. If there is no endorsement removing all coverage, **our** maximum limit of liability afforded to that person for all coverages will not exceed the limit mandated by the applicable Financial Responsibility Law while that **person's** driver's license is suspended or revoked.
3. Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder or a violation of any of the terms or conditions of a policy;
4. Changes in conditions after the effective date of the policy which have materially increased the hazards originally insured.

**We** will use regular mail to transmit such notice. The mailing of the notice shall be sufficient proof that notice was given.

Automatic Cancellation.

If **you** obtain other insurance on **your auto**, any similar coverage provided by this policy will terminate on the effective date of the other insurance. Return of Unearned Premium. If **you** cancel, premium will be earned on a pro-rata basis. If **we** cancel, premium will be earned on a pro-rata basis. Any unearned premium may be returned at the time **we** cancel or within a reasonable time thereafter. Delay in the return of unearned premium does not affect the cancellation.

## 9. Concealment, Fraud or Misrepresentation

**We** do not provide coverage for any **insured** who has concealed any fact, made fraudulent statements, misrepresentations or engaged in fraudulent conduct in connection with any application for insurance, accident, loss or presentation of any claim for which coverage is sought under this policy.

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**10. Membership**

Payment of the Farm Bureau membership dues, which is not premium, entitles the first **person** listed as Named Insured on the policy to insure one or more vehicles for any applicable coverage, and to insurance for any other coverage for which said fees were paid so long as **you** maintain a paid membership and:

- a. this company continues to write such coverages;
- b. the vehicle and **person(s)** to be insured meets the eligibility requirements of the company; and
- c. the risk remains a risk desirable to the company.

**You** are not eligible to be a policyholder if **you** do not maintain a paid membership.

In Witness Whereof, the Farm Bureau Town & Country Insurance Company of Missouri has caused this policy to be signed by its President and Secretary at Jefferson City, Missouri.



President



Secretary

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**MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATION ENDORSEMENT**

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if **we** are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if **we** become insolvent.
2. Limitations of Coverage:  
The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of this Act:
  - a. claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if that "insured" has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer.
  - b. payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.However, the Association will not:
  - 1) pay an amount in excess of the applicable limit of liability of the policy from which a claim arises, or
  - 2) return any unearned premium to an "insured" in excess of \$25,000.These limitations have no effect on the coverage **we** will provide under this policy. All other provisions of this policy apply.

**ENDORSEMENT SECTION**

**The endorsements in this section are optional and only those shown on your Automobile Declaration apply. All definitions, duties, exclusions, limitations, general agreements, terms and conditions in the policy apply unless specifically modified by the language in the pertinent endorsement.**

**LOSS TO PERSONAL PROPERTY**

The coverage provided by this endorsement applies only if LOSS TO PERSONAL PROPERTY is shown on the Automobile Declaration and the appropriate premium is paid.

1731 **We** will pay up to the amount shown on the Automobile Declaration, minus a \$25.00  
1732 deductible per loss, for personal property and effects damaged suddenly, accidentally, and  
1733 directly in a covered COLLISION or OTC loss, while in **your auto**, a **newly acquired auto**  
1734 or **temporary substitute auto**. The amount payable will not exceed the fair market value of  
1735 the damaged, destroyed or stolen property immediately prior to the loss.  
1736

### 1737 **EXCLUSIONS**

1738 This coverage will not apply:

- 1739 1. to theft committed by, or with the knowledge of, any **insured** as defined in Part D-  
1740 Coverage for Damage to Your Auto.
- 1741 2. to theft of or loss to:
  - 1742 a. any electronic equipment that receives, sends, displays, transmits or stores signals,  
1743 sound, data, images or other media and powered by electricity, battery, or solar  
1744 sources. This includes, but is not limited to:
    - 1745 1) AM, FM or Satellite radios and stereos;
    - 1746 2) tape, cartridge, flash drive or compact disc players; or
    - 1747 3) MP3 players, iPods, or other types of sound devices.
  - 1748 b. any other electronic equipment that receives or transmits audio, visual or data  
1749 signals including, but not limited to:
    - 1750 1) all personal media devices;
    - 1751 2) GPS and all other navigational equipment;
    - 1752 3) personal handheld video game systems;
    - 1753 4) digital video players;
    - 1754 5) LCD monitors;
    - 1755 6)DVD and Blu-ray devices;
    - 1756 7) citizens band and amateur radios;
    - 1757 8) telephones;
    - 1758 9) two-way mobile radios;
    - 1759 10) scanning monitor receivers;
    - 1760 11) television monitor receivers;
    - 1761 12) video recorders;
    - 1762 13) audio recorders; or
    - 1763 14) personal computers.
  - 1764 c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media  
1765 used with equipment described in 2. a. or b; above; or
  - 1766 d. any other accessories used with equipment described in 2 a. or b. above.
- 1767 3. to theft of any property used or intended for use in any trade, occupation, vocation or  
1768 **business**.
- 1769 4. to theft loss unless **you** or **your** representative have reported the theft loss to the  
1770 proper police authorities having jurisdiction at the location where the theft occurred.  
1771

### 1772 **COMBINED SINGLE LIMIT LIABILITY**

1774 The coverage provided by this endorsement applies only if COMBINED SINGLE LIMIT  
1775 LIABILITY is shown on the Automobile Declaration and the appropriate premium has been  
1776 paid.  
1777

1778 The first paragraph of the **Limits of Liability** section of PART A – LIABILITY COVERAGE  
1779 is replaced by the following:

1780 The amount shown on the Automobile Declaration for BODILY INJURY  
1781 LIABILITY/PROPERTY DAMAGE is **our** maximum Limit of Liability for all covered  
1782 damages, including damages for care and loss of services, arising out of and due to  
1783 **bodily injury** to all **persons** and all property damage, resulting from any one automobile  
1784 accident.  
1785

### 1786 **ACCIDENTAL DEATH BENEFITS**

**You** have this coverage if ACCIDENTAL DEATH BENEFITS is shown on the Automobile Declaration and the appropriate premium is paid.

If **you** are a **person**, **we** will pay the applicable amount shown on the Automobile Declaration for accidental death to **you**, **your spouse** or **your family member**. If **you** are not a **person**, **we** will pay the applicable amount shown on the Automobile Declaration for accidental death to any **person** listed as Designated Representative on the Automobile Declaration. This amount is payable upon proof of death which occurs within sixty (60) days of the date of the covered accident.

This accident must:

1. be the direct cause of internal or external **bodily injury**, and
2. be the sole cause of the death, and
3. result while:
  - a. operating;
  - b. **occupying**;
  - c. repairing, servicing, or maintaining;an **auto** or **trailer**; or
- d. being injured while on a bicycle or as a pedestrian by an **auto**, **trailer**, motorcycle, or truck-tractor designed to pull a **trailer** or semi-trailer.

If **you** are an entity other than a **person**, Number 3. above is amended to read:

3. result while:
  - a. operating;
  - b. **occupying**;
  - c. repairing, servicing, or maintaining;**your auto**, a **temporary substitute auto**, **newly acquired auto** or **your trailer**; or
- d. being injured while on a bicycle or as a pedestrian by an **auto**, **trailer**, motorcycle, or truck-tractor designed to pull a **trailer** or semi-trailer.

#### **LIMIT OF LIABILITY**

The Limit of Liability shown on the Automobile Declaration for this coverage is **our** maximum Limit of Liability for each **person** terminally injured in any one accident. This is the most **we** will pay regardless of the number of:

1. **persons** insured;
2. claims made;
3. vehicles or premiums shown on the Automobile Declaration;
4. vehicles involved in the accident; or
5. policies issued by **us**.

#### **EXCLUSIONS**

**We** do not provide coverage for any death resulting directly or indirectly from any of the following or if any of the following contributes in any way:

- intentional or voluntary gas poisoning or asphyxiation;
- discharge of a nuclear weapon (even if accidental);
- war, declared or undeclared, or any act incident thereto;
- riot or civil commotion;
- civil war;
- insurrection;
- rebellion or revolution;
- suicide, while sane;
- **insured** or covered **person** committing a felonious act;
- resisting arrest or fleeing from justice;
- **occupying** any vehicle designed for racing or any vehicle while competing in, or practicing or preparing for, any racing or speed contest or other competitive event. Competitive event does not mean participating in a parade or car show;
- testing any vehicle on any track or speedway or while riding on a motorcycle;
- engaged as a mechanic or serviceman while towing, pushing, working on, repairing,

- 1842 overhauling, or testing a vehicle;
- 1843 • engaged as an employee or volunteer of any police or fire department while on duty;
- 1844 • in military, naval, marine, air, or any other armed service of any country at war, whether
- 1845 such war be declared or undeclared;
- 1846 • transmission of a communicable disease;
- 1847 • operation of a motor vehicle by the deceased with illegal drugs present in their system
- 1848 or with their blood alcohol exceeding the state's legal limit where the accident occurred,
- 1849 at the time of the accident.

1850

1851 **ADDITIONAL CONDITIONS**

1852 This insurance becomes effective on the date shown on the Automobile Declaration and for

1853 such terms thereafter, as the required renewal premium is paid on or before expiration of

1854 the current term and accepted by **us**.

1855

1856 Written notice on which claim may be based must be given to **us** within twenty (20) days

1857 after the date of the accident from which such claim arises. Failure to give notice within the

1858 twenty (20) day period will not invalidate any claim if it can be shown by the **person** making

1859 the claim not to have been reasonably possible to give such notice and that notice was

1860 given as soon as was reasonably possible. Proof of loss must be furnished to **us**, at **our**

1861 home office, within ninety (90) days after the date of such accident on such forms as are

1862 furnished by **us**, or in the event **we** fail to furnish such forms, on any form that reasonably

1863 establishes proof of loss insured against. Failure of the claimant to provide the notice of

1864 claim and submission of the proof of loss within the time frame set forth above may result in

1865 the denial of any insurance coverage otherwise available if we can establish that our rights

1866 have been prejudiced by the lack of such notice.

1867

1868 **We** will have the right and opportunity to request an autopsy, at our expense, where such is

1869 not forbidden by law.

1870

1871 No action at law or in equity will be brought to recover on any insurance hereunder prior to

1872 the expiration of sixty (60) days after proof of loss has been filed.

1873

1874 The beneficiary under the insurance of any insured **person** will be the estate of such

1875 insured **person**. However, **we** may make any payment hereunder to any relative by blood

1876 or connection by marriage of such insured **person**, or to the extent of such portion of any

1877 such payment as may reasonably appear to **us** to be due such **person**, to any other

1878 **person** equitably entitled thereto by reason of having incurred expenses occasioned by

1879 maintenance or burial of such insured **person**.

1880

1881 The insurance provided by this endorsement will terminate upon:

- 1882 1. **your** failure to pay the premium when due; or
- 1883 2. termination of the automobile policy issued by **us**.
- 1884 Provided, however, that in the event of termination under 2. of this paragraph, this
- 1885 insurance will terminate and the unearned premium, computed pro rata, will be
- 1886 returned.
- 1887

1888 **EMPLOYER'S NON-OWNER LIABILITY**

1889

1890 **You** have this coverage if EMPLOYER'S NON-OWNER LIABILITY is shown on the

1891 Automobile Declaration and the appropriate premium is paid.

1892

1893 This coverage protects **you**, **your** officers, directors, partners, trustees, and the **person(s)**

1894 listed as Designated Representative on the Automobile Declaration, in the event **you** or

1895 **your** officers, directors, partners, trustees, or the **person(s)** listed as Designated

1896 Representative on the Automobile Declaration are held legally responsible for damages or

1897 injuries covered under this policy and caused by one of **your** employees while **your**

1898 employee is driving their own personally owned **private passenger auto** in their  
1899 employment in **your** business or farming operation.  
1900

1901 A **private passenger auto** used for the delivery or transportation of goods and materials is  
1902 not covered unless such use is incidental to **your business** of installing, maintaining or  
1903 repairing furnishings or equipment, or for farming or ranching.  
1904

1905 **DISABILITY INCOME**  
1906

1907 **You** have this coverage if **DISABILITY INCOME** is shown on the Automobile Declaration  
1908 and the appropriate premium is paid.  
1909

1910 **We** will pay **you, your spouse** or **your family member** Disability Income when **you, your**  
1911 **spouse** or **your family member** sustains **bodily injury** caused by accident while  
1912 **occupying your auto, a newly acquired auto, temporary substitute auto, non-owned**  
1913 **auto or trailer** or through being struck by a motor vehicle or **trailer**.  
1914

1915 **We** will pay any other **person** Disability Income who sustains **bodily injury** while  
1916 **occupying:**

- 1917 1. **your auto, a newly acquired auto, temporary substitute auto or trailer**, provided it  
1918 is being **used** by **you, your spouse, your family member** or someone with the  
1919 permission of **you, your spouse** or **your family member**; or
- 1920 2. a **non-owned auto** provided the **non-owned auto** is being **used** by **you, your spouse**  
1921 or **your family member**.  
1922

1923 It is agreed that this coverage will:

- 1924 1. begin fifteen (15) days after a covered accident;
  - 1925 2. continue uninterrupted for as long as the injured person is **continuously totally**  
1926 **disabled**; and
  - 1927 3. terminate not later than:
    - 1928 a. one (1) year and fourteen (14) days after the date of the accident; or
    - 1929 b. at death;
- 1930 whichever comes first.

1931 **LIMIT OF LIABILITY**

1932 The Limit of Liability for this coverage for a wage earner is eighty-five (85) percent of the  
1933 loss of **income** of that wage earner, not to exceed \$800 per month, with total payments for  
1934 loss of **income** not to exceed \$9,600.  
1935

1936 The Limit of Liability for this coverage for a non-wage earner is a maximum of \$20 per day  
1937 (for reimbursement of expenses which are incurred for essential services normally  
1938 performed by the injured person). Maximum benefit for a non-wage earner will not exceed  
1939 \$6,000.

1940 The Limit of Liability for this coverage as stated above applies separately for Disability  
1941 Income to each **person** who becomes **continuously totally disabled** as a direct result of  
1942 having sustained a **bodily injury** covered by this endorsement.  
1943

1944 **ADDITIONAL DEFINITIONS**

1945 **Continuously totally disabled** means disability which prevents the injured **person** from  
1946 performing the duties required by their occupations.

1947 **Income** means:

- 1947 1. salary;
- 1948 2. commissions;
- 1949 3. professional fees;
- 1950 4. net profits from an individually owned **business**; or
- 1951 5. adjusted gross income from a farm.  
1952

1953 **EXCLUSIONS**

Coverage does not apply under this endorsement to **bodily injury**:

- 1954 1. sustained by anyone while **occupying**:
- 1955 a. an **auto** owned or operated by **you** or any of **your family members** used as a
- 1956 public or livery conveyance;
- 1957 b. any vehicle while located as a residence or premises; or
- 1958 c. any vehicle including, but not limited to, a motorcycle, motorized scooter, motorized
- 1959 bicycle, go-cart, dune buggy, moped, mini bike, utility bike, pocket rocket, motorized
- 1960 mini truck, mini car, mini utility vehicle, recreational vehicle, all-terrain vehicle,
- 1961 snowmobile, or any other similar vehicle.
- 1962 2. sustained by **you, your spouse** or any of **your family members**:
- 1963 a. while **occupying** an **auto** owned by or furnished for the regular **use** of
- 1964 **you, your spouse** or any of **your family members**, other than **your auto**, a **newly**
- 1965 **acquired auto**, **temporary substitute auto**, **non-owned auto** or **trailer**; or
- 1966 b. while **occupying** or through being struck by:
- 1967 1) a farm type tractor or other equipment designed for use principally off public
- 1968 roads, while not upon public roads; or
- 1969 2) a vehicle operated on rails or crawler treads.
- 1970 3 sustained by any **person** other than **you, your spouse** or **your family member**
- 1971 resulting from **use** of:
- 1972 a. any **auto** in the **auto business**; or
- 1973 b. any **auto** used as a public or livery conveyance; or
- 1974 c. any **auto** used in any trade, occupation, vocation or **business**, except operation or
- 1975 occupancy of a **private passenger auto** by **you** or by **your** private chauffeur or
- 1976 domestic servant; or
- 1977 d. a **trailer** used with any vehicle identified in 1., 2., or 3.
- 1978 4. due to war.
- 1979 5. to any **person** if such **person's** conduct contributed to the **bodily injury** in any of the
- 1980 following ways:
- 1981 a. causing injury intentionally;
- 1982 b. operating a motor vehicle with illegal drugs present in their system, or any **person**
- 1983 whose blood alcohol exceeded the State's legal limit where the accident occurred,
- 1984 while the **person** was driving or operating the vehicle involved in the accident.
- 1985 c. using a motor vehicle outside the scope of consent of the owner of the vehicle;
- 1986 d. operating a motor vehicle without an operator's license, or after suspension or
- 1987 revocation of their license;
- 1988 e. operating a motor vehicle upon a bet or wager or in a race, speed contest or
- 1989 other competitive event; competitive event does not mean participating in a parade
- 1990 or car show;
- 1991 f. seeking to elude lawful apprehension or arrest by a police officer; or
- 1992 g. committing a felonious act.
- 1993 6. sustained by any occupant or driver of any other vehicle involved in an accident with a
- 1994 vehicle insured under this endorsement.
- 1995 7. resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment,
- 1996 molestation, or relations.
- 1997 8. from any actual, alleged, threatened or adjudicated **bodily injury** resulting from
- 1998 physical, mental or emotional injury or damage including, but not limited to, that derived
- 1999 from abuse, harassment, belittlement, disparagement, revilement, castigation,
- 2000 chastisement, criticism, perversion, maltreatment, desecration, vexation, torment,
- 2001 torture, devilment or bullying, whether through physical, verbal, imaged, texted,
- 2002 electronically transmitted, telephonic, or any other means.

#### MEDICAL REPORTS – PROOF AND PAYMENT OF CLAIM

As soon as practicable, the injured **person** or someone on his or her behalf will give to **us** written proof of claim. Any **person** who makes a claim under this coverage must, as a condition of payment:

1. Authorize **us** to obtain any records which may be relevant to the claim or which may reasonably be expected to aid **our** investigation in determining the facts relevant to the

2010 claim;

- 2011 2. Answer, under oath as often as **we** may reasonably require, any questions posed by
- 2012 **us**, out of the presence of any other individual, and sign a written transcript of such
- 2013 questions and answers;
- 2014 3. Submit to a physical examination(s), at **our** expense, by doctors **we** select as often as
- 2015 **we** may reasonably require, and
- 2016 4. Authorize **us** to obtain medical records which are material to the claim, including prior
- 2017 medical records.

2018 Payment under this coverage is not an admission of liability by **us** or any **insured**.

#### 2020 CONDITIONS OF PAYMENT

2021 **We** may, at **our** option, pay the benefits under this policy to any of the following **persons**:

2022 wife, husband, mother, father, child, or children of the deceased or to the executor or

2023 administrator of the estate. Payment to any one of the above named will, to the extent

2024 thereof, release **us** from all further liability.

#### 2025 INCOME RECORDS

2026 **We** may require the injured person to secure and submit to **us**, their salary, commission,

2027 and/or Internal Revenue Service records.

#### 2028 OTHER INSURANCE

2029 Insurance afforded under Disability Income will be excess insurance over any benefits the

2030 injured **person** has the right to receive under any **compensation law**. Any benefits

2031 available under any **compensation law** will be deducted from the gross total loss of

2032 **income**. Of the remaining loss of **income**, 85% will be payable under Disability Income,

2033 subject to the limitations stated above.

2034 Insurance afforded under Disability Income for **persons**, other than **you, your spouse** and

2035 any of **your family members**, injured while **occupying your auto, a newly acquired**

2036 **auto, temporary substitute auto, non-owned auto** or **trailer** will be excess over any

2037 other valid and collectible individual, group, blanket, or franchise insurance; Blue

2038 Cross/Blue Shield and any other prepayment coverage; any governmental program

2039 providing benefits afforded under Disability Income; benefits received under any

2040 **compensation law**; or automobile disability benefits.

2041 Insurance afforded under Disability Income for **you, your spouse** and any of **your family**

2042 **members** injured while **occupying a temporary substitute auto** or a **non-owned auto**

2043 will be excess over any other valid and collectible automobile disability loss of **income**

2044 insurance.

2045 If the Disability Income afforded hereunder is concurrent with like insurance afforded by any

2046 other automobile policy(s) issued to **you** by **us**, the total liability of **us** under all such

2047 policies will not exceed the one limit on the one Declaration having the highest applicable

2048 Limit of Liability, of all Declarations on all **your** policies.

#### 2049 TRANSPORTATION AND TRAVEL EXPENSES

2052 You have this coverage if TRANSPORTATION AND TRAVEL EXPENSES is shown on the

2053 Automobile Declaration and the appropriate premium is paid.

2054 Coverage is provided for a **loss** that renders a covered vehicle unsafe to drive. **We** will pay

2055 covered losses without application of a deductible, up to the per day limit shown on the

2056 Automobile Declaration, not to exceed the maximum per occurrence amount shown on the

2057 Automobile Declaration, for:

- 2059 1. temporary transportation, meals, and lodging expenses actually incurred by **you**, or a
- 2060 **person** listed as Designated Representative on the Automobile Declaration, in the
- 2061 event of a covered **loss** to **your auto, newly acquired auto, temporary substitute**
- 2062 **auto, non-owned auto** or **your trailer**. **We** will pay for such expenses if the **loss** is
- 2063 caused by:
  - 2064 a. **Other than Collision losses** only if the Automobile Declaration indicates that Other
  - 2065 Than Collision coverage is provided for **your auto**; or

- 2066 b. **Collision losses** only if the Automobile Declaration indicates that Collision  
2067 coverage is provided for **your auto**.  
2068 2. loss of use expenses for which **you**, or the first **person** listed as Designated  
2069 Representative on the Automobile Declaration become legally responsible in the event  
2070 of a covered **loss** to a **non-owned auto**. **We** will pay for loss of use expense if the  
2071 **loss** is caused by:  
2072 a. **Other than Collision losses** only if the Automobile Declaration indicates that Other  
2073 Than Collision coverage is provided for **your auto**;  
2074 b. **Collision losses** only if the Automobile Declaration indicates the Collision  
2075 coverage is provided for **your auto**.  
2076

#### 2077 LIMIT OF LIABILITY

2078 We will not pay more than:

- 2079 1. the per day limit of liability shown on the Automobile Declaration for this coverage, for  
2080 the expenses incurred on any one day for a covered **loss**;
- 2081 2. the per occurrence limit of liability shown on the Automobile Declaration for  
2082 Transportation and Travel Expenses for any one covered **loss**;
- 2083 3. a reasonable amount, not to exceed the per day limit shown on the Automobile  
2084 Declaration, for a temporary replacement vehicle of a similar size and quality as **your**  
2085 **auto**;
- 2086 4. for the period of time required to **repair your auto, temporary substitute auto, newly**  
2087 **acquired auto** or a **non-owned auto**, or for the period of time following a covered loss  
2088 until **we** make an offer to pay the **actual cash value** of such **auto** in the event it is  
2089 deemed by **us** to be a total loss; or
- 2090 5. the actual amount incurred, over and above normal expenses, for meals, lodging, and  
2091 travel required to return home following a covered **loss** to a covered **auto** that renders  
2092 the **auto** unsafe to drive.  
2093

#### 2094 INCREASED LIMITS POLLUTION

2095 **You** have this coverage if INCREASED LIMITS POLLUTION is shown on the Automobile  
2096 Declaration and the appropriate premium is paid.  
2097

#### 2098 LIMIT OF LIABILITY

2099 The Limit of Liability section of "Part A" (Liability Coverage) is amended as follows:  
2100 Item 2 in the Limits of Liability section is deleted and replaced with the following:

- 2101 2. **Our** Limit of Liability for all damages, including clean-up, arising out of the actual,  
2102 alleged or threatened discharge, dispersal, seepage, migration, release or escape of  
2103 smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste  
2104 materials or other irritants, contaminants or pollutants into or upon the land, the  
2105 atmosphere or any water course or body of water will not exceed \$100,000 for all  
2106 injuries and damages to all **persons** and property resulting from any one covered  
2107 accident. This provision will not increase **our** total Limit of Liability. . All damages from  
2108 continuous or repeated exposure to substantially the same conditions will be  
2109 considered as resulting from one accident.  
2110

#### 2111 REDUCING DEDUCTIBLE

2112 **You** have this coverage if REDUCING DEDUCTIBLE is shown on the Automobile  
2113 Declaration and the appropriate premium is paid.

2114 In the event the Automobile Declaration shows REDUCING DEDUCTIBLE the following  
2115 provision applies:  
2116

2117 The deductible amounts shown on the Automobile Declaration for **Other Than Collision**  
2118 and **Collision** will be reduced by \$100 provided that no claim payment over the  
2119 REDUCING DEDUCTIBLE threshold amount (as filed by **us** with the Missouri Department  
2120  
2121

of Insurance) has been paid by **us** during the twelve (12) month period following the annual anniversary date of this policy. A further reduction of \$100 from the original deductible amounts for **Other Than Collision** and **Collision** will be given for each claim free period, as described, with each reduction to be effective at 12:01 a.m. on the next anniversary date following such period. In no event will the deductible be less than zero. In the event a claim payment is made over the REDUCING DEDUCTIBLE threshold amount (as filed by **us**), the coverage, **Other Than Collision** and **Collision** deductibles originally stated on the Automobile Declaration, will be reinstated with respect to any subsequent claims, at the next renewal date.

Payment under "Part C" (Uninsured Motor Vehicle Coverage) or Underinsured Motor Vehicle coverage will not be considered a claim payment with respect to the threshold provisions of this endorsement.

**EMERGENCY ROAD SERVICE**

**You** have this coverage if EMERGENCY ROAD SERVICE is shown on the Automobile Declaration and the appropriate premium is paid.

**We** will pay the reasonable cost up to the limit of coverage for Emergency Road Service shown on the Automobile Declaration for expenses **you** incur for **your auto, temporary substitute auto, newly acquired auto** or a **non-owned auto** that is disabled and in the possession of or being operated by **you, your spouse, your family member,** or the **person(s)** listed as Designated Representative on the Automobile Declaration for:

- 1. mechanical labor up to one hour at the place of its breakdown;
- 2. towing to the nearest place where the necessary repairs can be made during regular business hours if it will not run;
- 3. towing it out if it is stuck on or immediately next to a public highway;
- 4. delivery of gas, oil, loaned battery or change of tire. **We** do not pay for the cost of these items; or
- 5. locksmith services, up to one hour, to open **your auto** if **your** key is lost, stolen or inside **your auto**. **We** will pay only the cost of labor.

The most **we** will pay for any one disablement is one towing and labor charge not to exceed the limit shown for this coverage on the Automobile Declaration.

**UNDERINSURED MOTOR VEHICLE**

Subject to all terms stated in this endorsement, **you** have UNDERINSURED MOTOR VEHICLE gap coverage if UNDERINSURED MOTOR VEHICLE is shown on the Automobile Declaration and the appropriate premium is paid. UNDERINSURED MOTOR VEHICLE gap coverage applies to accidental **bodily injury**, caused by **use** of an **underinsured motor vehicle**, which an **insured** is legally entitled to collect.

**THERE IS NO UNDERINSURED MOTOR VEHICLE GAP COVERAGE UNTIL ALL LIMITS OF LIABILITY OF ALL BODILY INJURY LIABILITY BONDS AND POLICIES THAT APPLY HAVE BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS, AND THE TOTAL SUM OF ALL LIMITS PAID ARE LESS THAN THE LIMIT SHOWN FOR UNDERINSURED MOTOR VEHICLE ON THE AUTOMOBILE DECLARATION.**

**Underinsured Motor Vehicle** – means a land motor vehicle:

- 1. The ownership, maintenance or use of which is insured or bonded for bodily injury liability at the time of the accident; and
- 2. Whose limit(s) of liability for bodily injury liability is less than the limit of liability for UNDERINSURED MOTOR VEHICLE shown on the Automobile Declaration.

- 2178 An **underinsured motor vehicle** does not include a land motor vehicle:  
2179 1. Insured under the liability coverage of this policy or any other policy issued by **us** or any  
2180 other carrier to **you**, **your family member(s)**, a **person** listed as a Designated  
2181 Representative or Scheduled Operator on the Automobile Declaration;  
2182 2. Owned by, leased to, rented to, in the care, custody or control of, or furnished or  
2183 available for the regular use of, **you**, **your family member(s)**, or any **person(s)** listed  
2184 as a Designated Representative or Scheduled Operator on any Automobile Declaration  
2185 of this policy or their **family member(s)**;  
2186 3. Owned by any government or any of its political subdivisions or agencies;  
2187 4. While located for **use** as a residence or premises;  
2188 5. Designed for **use** mainly off public roads except while on public roads;  
2189 6. Defined as an **"uninsured motor vehicle"** in **your** policy;  
2190 7. Operated on rails or crawler treads; or  
2191 8. Whose limits of liability for bodily injury liability are equal to, or greater than, the limit of  
2192 liability for UNDERINSURED MOTOR VEHICLE shown on the Automobile Declaration.  
2193

### 2194 **Who is an Insured**

2195 **Insured** means:

- 2196 1. If the Named Insured(s) on the Automobile Declaration is a **person**, then that **person** is  
2197 an **insured**, as well as:  
2198 A. his/her **spouse**;  
2199 B. his/her **family member(s)**, except that any of his/her **family member(s)** who  
2200 owns or leases an **auto** at the time of the accident is only considered to be an  
2201 **insured** while **occupying your auto**, a **temporary substitute auto** or a **newly**  
2202 **acquired auto** or **trailer** attached to such **auto**.  
2203 2. If the Named Insured(s) on the Automobile Declaration is not a **person**, the **person(s)**  
2204 listed as Designated Representative on the Automobile Declaration is an **insured**, as  
2205 well as:  
2206 A. his/her **spouse**;  
2207 B. his/her **family member(s)**, except that any such **family member(s)** who owns or  
2208 leases an **auto** at the time of the accident is only considered to be an **insured**  
2209 while **occupying your auto**, a **temporary substitute auto** or a **newly acquired**  
2210 **auto** or **trailer** attached to such **auto**.  
2211 3. Any other **person** while **occupying your auto**, a **temporary substitute auto**, a **newly**  
2212 **acquired auto** or **trailer** attached to such **auto**. Such **auto** or **trailer** has to be used  
2213 within the scope of the consent of **you**, **your spouse**, or a **person** listed as  
2214 Designated Representative on the Automobile Declaration or their **spouse**.  
2215 4. If the Named Insured on the Automobile Declaration is a **person**, any other **person**  
2216 while **occupying an auto** not owned or leased by **you**, **your family member** or any  
2217 **person** shown as a Designated Representative or Scheduled Operator on the  
2218 Automobile Declaration or their **family member**, or while **occupying a trailer**  
2219 attached to such **auto**. Such **auto** must be driven by **you**, **your family member**, or a  
2220 Scheduled Operator shown on the Automobile Declaration at the time of the accident  
2221 and within the titled owner's consent.  
2222 5. Any **person** entitled to recover damages because of **bodily injury** to an **insured** under  
2223 1. through 4. above.  
2224

### 2225 **Consent To Be Bound**

2226 **We** are not bound by any judgment or verdict against any **person** or organization without  
2227 **our** written consent.  
2228

### 2229 **Limits of Liability**

2230 Notwithstanding any other Limit of Liability clause found in any other section of this policy,  
2231 the following language applies to accidental **bodily injury**, caused by **use** of an  
2232 **underinsured motor vehicle**, which an **insured** is legally entitled to collect. If there are  
2233 multiple vehicles showing UNDERINSURED MOTOR VEHICLE gap coverage on this

2234 policy, and if an injured **insured occupier** one of these in a covered accident, only the  
2235 UNDERINSURED MOTOR VEHICLE gap coverage shown on the Automobile Declaration  
2236 for the vehicle occupied by the injured **insured** will apply.  
2237

- 2238 1. UNDERINSURED MOTOR VEHICLE coverage is gap coverage, not excess coverage.  
2239 **We** do not pay the UNDERINSURED MOTOR VEHICLE limit shown on the Automobile  
2240 Declaration. Rather, **we** only will pay up to the difference between the total amount  
2241 recovered from:
- 2242 a. all liability insurers of the **underinsured motor vehicle(s)** and operator(s); plus
  - 2243 b. all sums recovered from all parties other than those identified in 1.a. that may be  
2244 legally responsible for any portion of the injury to the **insured**;
- 2245 and the limit of UNDERINSURED MOTOR VEHICLE shown on the Automobile  
2246 Declaration.
- 2247 2. Subject to all terms in this endorsement, the amount shown on the Automobile  
2248 Declaration under "Per Person" refers to all damages, including damages for care and  
2249 loss of services or consortium, arising out of and due to **bodily injury** to one **person**.  
2250 The amount shown on the Automobile Declaration Under "Per Accident" refers to the  
2251 amount, subject to the amount shown under "Per Person", for all such damages arising  
2252 out of and due to **bodily injury** to more than one **person** in the same accident.  
2253 **Persons** having a derivative claim including but not limited to a claim for loss of care or  
2254 services do not constitute a separate and distinct **bodily injury** or limit of coverage.  
2255 Only one "Per Person" limit applies for all damages and claims of all claimants arising  
2256 out of one **person's bodily injury**.
- 2257 3. **NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE**  
2258 **INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.**
- 2259 4. Regardless of the limits of UNDERINSURED MOTOR VEHICLE shown on the  
2260 Automobile Declaration, and subject to all terms of this endorsement, the limits of  
2261 UNDERINSURED MOTOR VEHICLE will not exceed \$50,000 per person and \$100,000  
2262 per accident for any **insured** other than:
- 2263 a. **you**,
  - 2264 b. **your family member** who does not own or lease an **auto**,
  - 2265 c. any **person** listed as a Designated Representative on the Automobile Declaration  
2266 at the time of the accident, or any **person** listed as Scheduled Operator on the  
2267 Automobile Declaration and meeting the definition of an **insured**, at the time of the  
2268 accident , or
  - 2269 d. a **family member** of any **person** shown as a Designated Representative on the  
2270 Automobile Declaration as of the date of the accident, if the **family member** does  
2271 not own or lease an **auto**.
- 2272 5. Any amount payable under this UNDERINSURED MOTOR VEHICLE gap coverage  
2273 shall be reduced by any amount paid or payable to or for the **insured** under any  
2274 workers' compensation, disability benefits, or similar law.  
2275

## 2276 Exclusions

2277 There is no UNDERINSURED MOTOR VEHICLE gap coverage:

- 2278 1. For any **insured** who, without **our** written consent, settles with any **person** or  
2279 organization who may be liable for the **bodily injury** and thereby impairs **our** right to  
2280 recover **our** payments.
- 2281 2. For damages sustained by any **insured** if benefits are:
  - 2282 a. payable to, or on behalf of, such **insured** under any **compensation law** or similar  
2283 law as a result of the same accident, or
  - 2284 b. required by any **compensation law** or similar law to be provided to, or on behalf  
2285 of, such **insured** as a result of the same accident.
- 2286 3. For punitive or exemplary damages.
- 2287 4. For **bodily injury** to any **insured** if an **insured's** conduct contributed to the **bodily**  
2288 **injury** by seeking to elude lawful apprehension, arrest by a law enforcement officer, or  
2289 while committing a felonious act.

- 2290 5. For **bodily injury** which arises out of the transmission of a communicable disease to  
2291 any **insured**.  
2292 6. For **bodily injury** sustained while **occupying** any vehicle designed for racing or any  
2293 vehicle while:  
2294 a. competing in; or  
2295 b. practicing or preparing for;  
2296 any racing or speed contest or competitive event. Competitive event does not include  
2297 participation in a parade or car show.  
2298 7. For any **insured** while **occupying** a motor vehicle owned or leased at the time of the  
2299 accident by **you, your family member**, any **person** listed as Designated  
2300 Representative or Scheduled Operator on any Automobile Declaration of this policy at  
2301 the time of the accident or any of their **family members**, if such vehicle is not shown  
2302 on any Automobile Declaration of this policy at the time of the accident as being  
2303 insured for UNDERINSURED MOTOR VEHICLE gap coverage.  
2304 8. For **bodily injury** from being struck by a motor vehicle owned or leased at the time of  
2305 the accident by **you, your family member**, any **person** listed as Designated  
2306 Representative or Scheduled Operator on any Automobile Declaration of this policy at  
2307 the time of the accident or any of their **family member(s)**;  
2308 9. While **occupying your auto**, a **newly acquired auto**, a **temporary substitute auto**,  
2309 an **auto** owned or leased by any **insured**, or **trailer**, when it is being used as a public  
2310 or livery conveyance.  
2311 10. For **bodily injury** or property damage resulting from any actual, alleged, threatened or  
2312 adjudicated sexual abuse, sexual harassment, sexual molestation, sexual relations, or  
2313 from any physical, mental, or emotional abuse, harassment, belittlement,  
2314 disparagement, revilement, castigation, chastisement, criticism, perversion,  
2315 maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether  
2316 through physical, verbal, imaged, texted, electronically transmitted, telephonic or any  
2317 other means.  
2318 11. For **bodily injury** sustained by any **insured** using a vehicle without permission of the  
2319 titled owner of the vehicle to do so.  
2320

#### **If There Is Other Underinsured Motor Vehicle Coverage**

2321 Subject to all terms of this endorsement, if more than one policy, declaration, and/or  
2322 endorsement applies to accidental **bodily injury** to an **insured** caused by the use of an  
2323 **underinsured motor vehicle** in a covered accident, regardless of who issues the policies  
2324 or to whom the policies are issued, the total limits of liability under all such coverages shall  
2325 not exceed that of the coverage with the highest limit of liability and **we** are liable only for  
2326 **our** share. **Our** share is that percent of the damages that the limit of all liability of this  
2327 coverage bears to the total of all underinsured motor vehicle coverage applicable to the  
2328 accident.  
2329

2330 If:

- 2331 a. **your** policy has multiple vehicles showing UNDERINSURED MOTOR VEHICLE gap  
2332 coverage; and/or  
2333 b. **you** have multiple policies with **us** showing UNDERINSURED MOTOR VEHICLE gap  
2334 coverage on vehicles; and  
2335 c. an injured **insured occupier** one of these vehicles in a covered accident;  
2336 only the UNDERINSURED MOTOR VEHICLE gap coverage shown on the Automobile  
2337 Declaration for the vehicle the injured **insured occupier** will be used to determine **our**  
2338 share.

#### **NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.**

2339 This is true regardless of the number of:

- 2340 a. **insureds**;  
2341 b. claims made;  
2342 c. vehicles and/or **persons** shown on the policy;  
2343 d. vehicles involved in the accident;  
2344  
2345

- 2346 e. vehicles showing Underinsured Motor Vehicle coverage on the policy;  
2347 f. premiums paid;  
2348 g. liability insurance policies and/or bonds;  
2349 h. underinsured motor vehicle insurance policies, declarations and/or endorsements;  
2350

### 2351 Arbitration

- 2352 1. If **we** and an **insured** do not agree:
- 2353 a. whether that **insured** is legally entitled to recover damages; or  
2354 b. as to the amount of damages which are recoverable by that **insured** from the  
2355 owner or operator of an **underinsured motor vehicle**, then the matter may be  
2356 arbitrated. However, disputes concerning coverage under this endorsement may  
2357 not be arbitrated.
- 2358 Both parties must agree to arbitration. If so agreed, each party will select an  
2359 arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30)  
2360 days, either may request that selection be made by a judge of a court having  
2361 jurisdiction.
- 2362 2. Each party will:
- 2363 a. pay the expenses it incurs; and  
2364 b. bear the expenses of the third arbitrator equally.
- 2365 3. Unless both parties agree otherwise, arbitration will take place in the county in which  
2366 the Named Insured lives. Local rules of law as to procedure and evidence will apply. A  
2367 decision agreed to by two of the arbitrators will be binding as to:
- 2368 a. whether the **insured** is legally entitled to recover damages; and  
2369 b. the amount of damages. This applies only if the amount does not exceed the  
2370 minimum limit for **bodily injury** liability specified by the applicable Financial  
2371 Responsibility Law of the state in which **your covered auto** is principally garaged.  
2372 If the amount exceeds that limit, either party may demand the right to a trial. This  
2373 demand must be made within sixty (60) days of the arbitrators' decision. If this  
2374 demand is not made, the amount of damages agreed to by the arbitrators will be  
2375 binding on that **insured** and **us**.  
2376

### 2377 Additional Duties

- 2378 A **person** seeking coverage under this endorsement must also promptly;
- 2379 1. send **us** copies of all legal papers including a lawsuit against the alleged operator of the  
2380 **underinsured motor vehicle** if a suit is brought, and  
2381 2. notify **us** in writing of a tentative settlement between the **insured** and the insurer of the  
2382 **underinsured motor vehicle** and allow **us** thirty (30) days to advance payment to that  
2383 **insured** in an amount equal to the tentative settlement to preserve **our** rights against  
2384 the insurer, owner or operator of such **underinsured motor vehicle**.  
2385

### 2386 ELECTRONIC EQUIPMENT

2387  
2388 **You** have this coverage for a vehicle if ELECTRONIC EQUIPMENT is shown on the  
2389 Automobile Declaration for that vehicle and the appropriate premium is paid.  
2390

2391 All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO applies to the  
2392 electronic equipment covered by this endorsement, unless otherwise modified in this  
2393 endorsement.  
2394

2395 Exclusion 7. of the section entitled **When Part D Coverage for Damage to Your Auto**  
2396 **Does Not Apply**, in PART D - COVERAGE FOR DAMAGE TO YOUR AUTO, does not  
2397 apply to electronic equipment covered by this endorsement.  
2398

2399 Subject to all terms of this endorsement and Part D of this policy **we** will pay, without  
2400 application of a deductible, for **loss** to which this endorsement applies to any electronic  
2401 equipment that receives or transmits audio, visual or data signals, or is designed solely for

2402 the reproduction of sound.

2403 This coverage applies only if:

- 2404 1. the electronic equipment is permanently installed in **your auto** or a **newly acquired**  
2405 **auto**; or
- 2406 2. the equipment is:
- 2407 a. removable from a housing unit which is permanently installed in **your auto** or a  
2408 **newly acquired auto**;
- 2409 b. designed to be solely operated by the power from **your auto's** or a **newly acquired**  
2410 **auto's** electrical system; and
- 2411 c. in **your auto** or a **newly acquired auto**;

2412 at the time of the **loss**.

2413

2414 **We** will also pay, without application of a deductible, for **loss** to:

- 2415 A. any accessories used with such electronic equipment; and
- 2416 B. tapes, records, discs, flash drives, game cartridges, cards, chips or other media used  
2417 with the equipment if they are:
- 2418 a. **your** property, the property of the first **person** listed as Designated Representative  
2419 on the Automobile Declaration, or that of a **family member** of **you** or the first  
2420 **person** listed as Designated Representative on the Automobile Declaration; and
- 2421 b. in **your auto** or a **newly acquired auto** at the time of the **loss**.

2422

2423 **ADDITIONAL EXCLUSIONS**

2424 **We** will not pay, under this endorsement, for any electronic equipment that is:

- 2425 • necessary for the normal operation of the **auto** or the monitoring of the **auto's**  
2426 operating systems; or
- 2427 • an integral part of the same unit housing any sound reproducing equipment described  
2428 in 1. and 2. above and permanently installed in the opening of the dash or console of  
2429 **your auto** or a **newly acquired auto** normally used by the manufacturer for installation  
2430 of a radio or stereo.

2431 **LIMIT OF LIABILITY**

2432 With respect to coverage under this endorsement only, the first paragraph of **Limit of**  
2433 **Coverage – Other than Collision and Collision** of PART D – **COVERAGE FOR**  
2434 **DAMAGE TO YOUR AUTO** is amended as follows:

2435 **Our** Limit of Liability for the total of all **losses**, as a result of any one occurrence, to audio,  
2436 visual, data or electronic equipment, and tapes, records, discs or other media, or any  
2437 accessories, used with the electronic equipment, will be the lesser of:

- 2438 1. the **actual cash value (ACV)** of the stolen or damaged property;
- 2439 2. the amount necessary to **repair** or replace the property with other property of like kind  
2440 and quality;
- 2441 3. **your** insurable interest in the stolen or damaged property at the time of the **loss**;
- 2442 4. the amount shown on the Automobile Declaration for Electronic Equipment;

2443

2444 **ADDITIONAL INSURED - LESSOR**

2445

2446 **You** have this coverage if an **ADDITIONAL INSURED - LESSOR** is shown on the  
2447 Automobile Declaration.

2448

2449 Any liability coverages afforded by this policy for **your leased auto** also applies to the  
2450 lessor named on the Automobile Declaration as an additional insured-lessor. This  
2451 insurance is subject to the following additional provisions:

- 2452 1. **we** will pay damages for which the lessor becomes legally responsible only if the  
2453 damages are caused by acts or omissions of:
- 2454 a. **you, your spouse** or **your family member**, or if **you** are an entity other than a  
2455 **person**, the first **person** listed as Designated Representative on the Automobile  
2456 Declaration, their **spouse** or their **family member**; or
- 2457 b. any other **person**, except the lessor or any employee or agent of the lessor, using

- 2458 **your leased auto** within the scope of consent of **you, your spouse**, or, if **you** are  
2459 an entity other than a **person**, within the scope of consent of the first **person** listed  
2460 as Designated Representative on the Automobile Declaration, or their **spouse**.
- 2461 2. **your leased auto** means:
- 2462 a. the vehicle shown on the Automobile Declaration which **you** lease for a continuous  
2463 period of at least six (6) months under a written agreement which requires **you** to  
2464 provide primary insurance for the lessor; and
- 2465 b. any substitute or replacement **auto** furnished to **you** by the lessor named on the  
2466 Automobile Declaration.
- 2467 3. **we** may cancel this policy at any time, as provided by the terms of this policy. In the  
2468 event the policy should expire and not be renewed, or is canceled for any reason, the  
2469 Additional Insured - Lessor named on the Automobile Declaration will be given ten (10)  
2470 days notice before such expiration or cancellations will become effective with respect to  
2471 the Additional Insured - Lessor's interest.
- 2472 4. the Additional Insured - Lessor will, on demand, pay any premium due under this policy  
2473 which **you** may neglect to pay.
- 2474 5. the Additional Insured - Lessor must notify **us** of any change of ownership or increase  
2475 of hazard of which they have knowledge.
- 2476 6. the designation of the Lessor as an Additional Insured will not operate to increase **our**  
2477 Limits of Liability.

## 2478 SNOWMOBILE

2480 **You** have this coverage if SNOWMOBILE is shown on the Automobile Declaration and the  
2481 appropriate premium is paid.

### 2482 DEFINITIONS

2484 When referring to coverage for a **snowmobile** shown on the Automobile Declaration:

2485 **Auto** - means **snowmobile**.

2486 **Newly Acquired Auto** -- means an **auto** to which **you** have taken title to or are the  
2487 leaseholder of, if it:

- 2488 1. replaces **your auto**; or
- 2489 2. is an added **private passenger auto** and **we** insured all other **private passenger**  
2490 **autos**;

2491 but only if **you**:

- 2492 1. tell **us** about it within 30 days after its delivery to **you**; and
- 2493 a. if the **auto you** acquire replaces one shown on the policy it will have the same  
2494 coverage as the **auto** it replaced; or
- 2495 b. if the **auto you** acquire is an addition to any shown on the policy, it will have the  
2496 broadest coverage **we** now provide for any **auto** shown on the policy.
- 2497 2. pay **us** any additional amount due from the date of purchase.

2498 **Private passenger auto** - means a factory built **snowmobile** designed solely to carry a  
2499 person(s). This does not include industrial or commercial type snow equipment. This does  
2500 not include rental equipment or equipment provided by retail, outfitters or guide operations.  
2501 This does not include any homemade or altered **snowmobiles**.

2502 **Snowmobile** - means a land motor vehicle mechanically driven which utilizes sled type  
2503 runners, or skis, or an endless belt tread, track or wheel(s), or combination of these,  
2504 designed primarily for operation off public roads on snow or ice. **Snowmobile** does not  
2505 include any vehicle propelled by propellers, fans, or forced air.

2506 **Trailer** - means a vehicle of a type designed to be towed by a **snowmobile**. It does not  
2507 include a device designed or used to transport a **snowmobile**.

### 2508 PART A - LIABILITY COVERAGE

2509 When referring to coverage for a **snowmobile** shown on the Automobile Declaration:

2510 The following exclusions are added to:

2514 **When Part A – Liability Coverage Does Not Apply**

2515 There is no coverage:

- 2516 • For any **snowmobile** while rented or leased to any **insured** or organization other than
- 2517 **you**.
- 2518 • For any **insured** for **bodily injury** to any **insured** while **occupying**, or while being
- 2519 towed by, **your auto**.

2520 **PART B – MEDICAL PAYMENTS COVERAGE**

2521 When referring to coverage for a **snowmobile** shown on the Automobile Declaration:

2522 The following exclusion is added to:

2523 **When Part B - Medical Payments Coverage Does Not Apply**

2524 There is no coverage:

- 2525 • For any **snowmobile** while rented or leased to any **insured** or organization other than
- 2526 **you**.

2527 **PART C – UNINSURED MOTOR VEHICLE COVERAGE**

2528 The paragraph beginning: "An **uninsured motor vehicle** does not include a land motor

2529 vehicle." is amended as follows:

2530 An **uninsured motor vehicle** does not include a vehicle:

- 2531 1. insured for liability under this policy; or
- 2532 2. owned by or furnished or available for the regular **use of you, your spouse** or any of
- 2533 your **family members**, any **person** listed as Designated Representative on this policy
- 2534 or any of their **spouses** or their **family members**; or
- 2535 3. owned or operated by a **person** or organization qualifying as a self-insurer under any
- 2536 applicable motor vehicle financial responsibility law, motor carrier law or any similar
- 2537 law; or
- 2538 4. owned by any government or any of its political subdivisions or agencies; or
- 2539 5. other than a **snowmobile**, designed for use mainly off public roads except while on
- 2540 public roads; or
- 2541 6. while located for **use** as a premises; or
- 2542 7. other than a **snowmobile**, operated on rails or crawler treads.

2543 **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

2544 When referring to coverage for a **snowmobile** shown on the Automobile Declaration,

2545 PART D - COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

2546 The following exclusion is added to:

2547 **When Coverage for Damage to Your Auto Does Not Apply**

2548 There is no coverage for:

- 2549 • **Loss** to any **snowmobile** while rented or leased to any **person** or organization other
- 2550 than **you**.

2551 **NAMED NON-OWNER COVERAGE**

2552 **You** have this coverage if NAMED NON-OWNER COVERAGE is shown on the Automobile

2556 Declaration and the appropriate premium is paid.

2557 **DEFINED WORDS**

2558 For the purposes of this endorsement **Non-owned Auto** is replaced with the following:

2560 **Non-owned Auto** – means a **private passenger auto** not owned by or registered or

2561 leased in the name of **you** or **your spouse**.

2562 **Non-owned Auto** does not include an **auto** which is not in the lawful possession of the

2563 **person** operating it.

2564 **PART A – LIABILITY COVERAGE**

2565 Part A - Liability Coverage) is amended as follows:

2567 For the purposes of this endorsement, **Who is an Insured** is replaced with the following:

2568 **Who is an Insured**

2569 When **we** refer to a **newly acquired auto, non-owned auto** or **trailer** to which Part A –

2570 Liability applies, **insured** means:

- 2571 1. **you**;
- 2572 2. **your spouse**, but only if he/she is named on the Automobile Declaration.

### 2573 **Limits of Liability**

2574 For the purposes of this endorsement, paragraph number 3. is replaced with the following:

- 2575 3. Regardless of the opening paragraph under Limits of Liability above and the limits of
- 2576 BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY shown on the
- 2577 Automobile Declaration, the limits of liability will not exceed the applicable limit of liability
- 2578 mandated by the Financial Responsibility Law of the State in which the accident
- 2579 occurred for:
- 2580 a. any **person** other than:
- 2581 1. **you**;
- 2582 2. **your spouse**, but only if he/she is named on the Automobile Declaration.

### 2583 **When Part A - Liability Coverage Does Not Apply**

2584 For the purposes of this endorsement, paragraph 1. b. is replaced with the following:

- 2585 b. being repaired, serviced or used by any **person** employed or engaged in any way in
- 2586 an **auto business**. This does not apply to:
- 2587 1) **you**
- 2588 2) **your spouse**, but only if he/she is named on the Automobile Declaration.

2591 For the purposes of this endorsement, paragraph, 2. a. is replaced with the following:

- 2592 a. to a fellow employee while on the job and arising from the maintenance or **use** of a
- 2593 vehicle by another employee in the employer's **business**. **You**, and **your spouse** if
- 2594 he/she is named on the Automobile Declaration, are covered for such injury to a fellow
- 2595 employee.

2596 For the purposes of this endorsement paragraph, 2. d. is replaced with the following:

- 2597 d. to any **insured** to the extent the limits of liability of this policy exceed the limits of
- 2598 liability required by law.

### 2600 **If There Is Other Liability Coverage**

2601 For the purposes of this endorsement, paragraph 1. is replaced with the following:

- 2602 1. Policies issued by **us**:

2603 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, if two or

2604 more vehicle liability policies issued by **us** to:

- 2605 a. **you**,

2606 b. **your spouse** if he/she is named on the Automobile Declaration,

2607 apply to the same driver and/or vehicle in a covered accident, the total limits of liability

2608 under all such policies shall not exceed that of the policy with the highest limit of liability

2609 showing on a Declaration of that policy that applies to such driver and/or vehicle. Only one

2610 Declaration with the highest limit of liability will apply.

### 2612 **PART B - MEDICAL PAYMENTS COVERAGE**

2613 Part B - Medical Payments Coverage is amended as follows:

2614 For the purposes of this endorsement, **Who is an Insured** is replaced with the following:

2615 **Insured** for purposes of Medical Payment Coverage - means the **person** or **persons**

2616 covered by the Medical Payments Coverages. This is:

- 2617 1. **You**;
- 2618 2. **Your spouse**, but only if he/she is named on the Automobile Declaration.

2619 The **person(s)** must have sustained the **bodily injury**:

- 2620 a. while they operate or **occupy** a vehicle covered under **Part A - Liability Coverage** of
- 2621 this policy; or
- 2622 b. through being struck while on a bicycle or as a pedestrian by a motor vehicle or
- 2623 **trailer**.

2624 A pedestrian means a **person** who is not an occupant of a motor vehicle, **trailer** or bicycle.

2626  
2627  
2628 **If There Are Other Medical Payments Coverages**

2629 For the purposes of this endorsement, paragraph 2. is replaced with the following:

- 2630 2. Policies Issued by **us to you**, or **your spouse** if he/she is named on the Automobile Declaration:

2631 If two or more policies and/or Declarations issued by **us to you**, or **your spouse** if  
2632 he/she is named on the Automobile Declaration, provide vehicle medical payments  
2633 coverage and apply to the same **bodily injury** sustained:

- 2634 a. while occupying a **non-owned auto** or a **newly acquired auto**; or  
2635 b. through being struck by a motor vehicle or trailer while on a bicycle or as a  
2636 pedestrian,

2637 the total limits of liability under all such policies and/or Declarations shall not exceed  
2638 that of the one highest limit of Medical Payments Coverage.  
2639

2640 **When Part B - Medical Payments Coverage Does Not Apply**

2641 There is no coverage:

2642 For the purposes of this endorsement, the following paragraphs are replaced with following:

- 2643 1. While a **non-owned auto** is used:

- 2644 a. by any **person** employed or engaged in any way in an **auto business**; or  
2645 b. in any other **business** or job other than farming. This does not apply when **you**,  
2646 or **your spouse** if he/she is named on the Automobile Declaration, is operating or  
2647 **occupying a non-owned auto, newly acquired auto, or trailer.**  
2648

- 2649 4. For medical expenses for **bodily injury**:

- 2650 a. sustained while **occupying** or through being struck by a vehicle owned or leased  
2651 by **you**, or **your spouse** if he/she is named on the Automobile Declaration, which  
2652 is not insured under this coverage; or  
2653 b. to the extent workers' compensation benefits are paid or payable; or  
2654 c. sustained by any **person**, other than **you**, or **your spouse** but only if he/she is  
2655 named on the Automobile Declaration, while **occupying** a vehicle:  
2656 1) rented to others; or  
2657 2) used to carry **persons** for a charge. This does not apply to a **non-owned**  
2658 **auto, newly acquired auto, or trailer** used on a share expense basis.  
2659

2660 **PART C – UNINSURED MOTOR VEHICLE COVERAGE**

2661 The following portions of Uninsured Motor Vehicle Coverage are amended as follows:

2662 For the purposes of this endorsement **Who is an Insured** is replaced with the following:

2663 **Insured** – means the **person** or **persons** covered by the Uninsured Motor Vehicle  
2664 coverages. This is:

- 2665 1. **you**;  
2666 2. **your spouse**, but only if he/she is named on the Automobile Declaration.  
2667

2668 **Limits of Liability**

2669 For the purposes of this endorsement paragraph 5. is replaced with the following:

- 2670 5. Regardless of the limits of UNINSURED MOTOR coverage stated on the Automobile  
2671 Declaration, the limits of UNINSURED MOTOR VEHICLE coverage will not exceed  
2672 the applicable limit of Uninsured Motor Vehicle coverage mandated by the Financial  
2673 Responsibility Law of the state in which the accident occurred for:  
2674 a. any **person** other than **you**, or **your spouse** if he/she is named on the  
2675 Automobile Declaration.  
2676

2677 **UNDERINSURED MOTOR VEHICLE**

2678 If UNINSURED MOTOR VEHICLE coverage is shown on the Automobile Declaration, the  
2679 following portions of UNINSURED MOTOR VEHICLE coverage is amended as follows:

2680 For the purposes of this endorsement, **Who is an Insured** is replaced with the following:

2681 **Insured** means:

- 2682 1. **you**;  
2683 2. **your spouse**, but only if he/she is named on the Automobile Declaration.  
2684

### 2685 **Limits of Liability**

2686 For the purposes of this endorsement, paragraph 4. is replaced with the following:

- 2687 4. Regardless of the limits of UNDERINSURED MOTOR VEHICLE shown on the  
2688 Automobile Declaration, and subject to all terms of this endorsement, the limits of  
2689 UNDERINSURED MOTOR VEHICLE will not exceed \$50,000 per person and \$100,000  
2690 per accident for:  
2691 a. Any **person** other than **you**, or **your spouse** if he/she is named on the  
2692 Automobile Declaration.  
2693

### 2694 **If There Is Other Underinsured Motor Vehicle Coverage**

2695 For the purposes of this endorsement, the section titled "If There Is Other Underinsured  
2696 Motor Vehicle Coverage", in UNDERINSURED MOTOR VEHICLE COVERAGE is replaced  
2697 with the following:

2698 Subject to all terms of this endorsement, if more than one policy, declaration, and/or  
2699 endorsement applies to accidental **bodily injury** to an **insured** caused by the use of an  
2700 **underinsured motor vehicle** in a covered accident, regardless of who issues the policies  
2701 or to whom the policies are issued, the total limits of liability under all such coverages shall  
2702 not exceed that of the coverage with the highest limit of liability and **we** are liable only for  
2703 **our** share. **Our** share is that percent of the damages that the limit of all liability of this  
2704 coverage bears to the total of all underinsured motor vehicle coverage applicable to the  
2705 accident.

### 2706 **NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE** 2707 **INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.**

2708 This is true regardless of the number of:

- 2709 a. **insureds**;  
2710 b. claims made;  
2711 c. **persons** shown on the policy;  
2712 d. vehicles involved in the accident;  
2713 e. premiums paid;  
2714 f. liability insurance policies and/or bonds;  
2715 g. underinsured motor vehicle insurance policies, declarations and/or endorsements.  
2716

### 2717 **MISCELLANEOUS TYPE VEHICLE**

2718  
2719 **You** have this coverage if MISCELLANEOUS TYPE VEHICLE is shown on the Automobile  
2720 Declaration and the appropriate premium is paid.  
2721

### 2722 **DEFINITIONS**

2723 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the  
2724 Automobile Declaration, the following definitions are replaced with the following:

2725 **Auto** - means a land motor vehicle of the same kind and type as the Miscellaneous Type  
2726 Vehicle shown on the Automobile Declaration.

2727 **Newly Acquired Auto** – means an **auto** or **private passenger auto** to which **you**, **your**  
2728 **spouse**, and if **you** are an entity other than a **person** the first **person** listed as  
2729 Designated Representative on the Automobile Declaration, have taken title to or are the  
2730 leaseholder of, if it:

- 2731 1. replaces **your auto**; or  
2732 2. is an added **auto** and  
2733 a. if it is a **private passenger auto**, **we** insure all other **private passenger autos** or  
2734 **autos**, or;  
2735 b. if it is other than a **private passenger auto**, **we** insure all **autos** owned by **you**,  
2736 **your spouse**, and if **you** are an entity other than a **person** the first **person** listed  
2737 as Designated Representative on the Automobile Declaration, on the date of its

2738 delivery to **you, your spouse**, and if **you** are an entity other than a **person** the first  
2739 **person** listed as Designated Representative on the Automobile Declaration,  
2740 but only if **you, your spouse**, and if **you** are an entity other than a **person** the first **person**  
2741 listed as Designated Representative on the Automobile Declaration:

- 2742 1. tell **us** about it within thirty (30) days after its delivery; and
- 2743 a. if the **auto** acquired replaces one shown on the policy it will have the same  
2744 coverage as the **auto** it replaced; or
- 2745 b. if the **auto** or **private passenger auto** acquired is an addition to any shown on  
2746 **your** policy(s) it will have the broadest coverage **we** now provide for any one **auto**  
2747 shown on **your** policy(s); and

2748 2. pay **us** any additional amount due from the date of purchase.  
2749 If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned by  
2750 **you, your spouse**, and if **you** are not a **person** the first **person** listed as Designated  
2751 Representative on the Declaration, then **Newly Acquired Auto** also means a **private**  
2752 **passenger auto** to which **you, your spouse**, and if **you** are an entity other than a **person**  
2753 the first **person** listed as Designated Representative on the Automobile Declaration, have  
2754 taken title to or are the leaseholder of, if it:

- 2755 1. replaces one of **your private passenger autos**; or
- 2756 2. is an added **private passenger auto**,

2757 but only if **you, your spouse**, and if **you** are an entity other than a **person** the first **person**  
2758 listed as Designated Representative on the Automobile Declaration:

- 2759 1. tell **us** about it within thirty (30) days after its delivery; and
- 2760 a. if the **private passenger auto** acquired replaces one shown on **your** policy, it will  
2761 have the same coverage as the one it replaced; or
- 2762 b. if the **private passenger auto** acquired is an addition to any shown on **your**  
2763 policy(s), coverage from the Declaration with the highest limit of coverage which is  
2764 in effect at both the time of purchase and the time of the covered accident will  
2765 apply; and
- 2766 2. pay **us** any additional amount due from the date of purchase.

2767 **Non-owned Auto** – means a **private passenger auto** or **auto** not owned by or registered  
2768 or leased in the name of, or furnished or available for the regular **use** of:

- 2769 1. **you, your spouse**, or the **person(s)** listed as Designated Representative on the  
2770 Automobile Declaration;
- 2771 2. any **family member** of any of the **persons** identified in 1. above, unless at the time of  
2772 the accident or **loss**:
  - 2773 a. the **private passenger auto** or **auto** is or has within the last thirty (30) days been  
2774 insured for liability coverage; and
  - 2775 b. **you, your spouse**, or the first **person** listed as Designated Representative on the  
2776 Automobile Declaration, or their **family member** who does not own or lease such  
2777 **private passenger auto** or **auto** is the driver.
- 2778 3. any other **person** residing in the same household as **you, your spouse, your family**  
2779 **members**, any **person(s)** listed as Designated Representative on the Automobile  
2780 Declaration or any of their **family members**; or
- 2781 4. an employer of **you, your spouse, your family members**, and/or an employer of any  
2782 of the **persons** listed as Designated Representative and/or Scheduled Operators on  
2783 the Automobile Declaration, or any of their **spouses or family members**.

2784 If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned by  
2785 **you, your spouse**, and if **you** are not a **person** the first **person** listed as Designated  
2786 Representative on the Declaration, then **non-owned auto** also means a **private**  
2787 **passenger auto** not owned by or registered or leased in the name of, or furnished or  
2788 available for the regular **use** of:

- 2789 1. **you, your spouse**, or the **person(s)** listed as Designated Representative on the  
2790 Automobile Declaration;
- 2791 2. any **family member** of any of the **persons** identified in 1. above, unless at the time of  
2792 the accident or **loss**:

- 2793 a. the **private passenger auto** is or has within the last thirty (30) days been insured  
2794 for liability coverage; and  
2795 b. **you, your spouse**, or the first **person** listed as Designated Representative on the  
2796 Automobile Declaration, or their **family member** who does not own or lease such  
2797 **private passenger auto** is the driver.
- 2798 3. any other **person** residing in the same household as **you, your spouse, your family**  
2799 **members, any person(s)** listed as Designated Representative on the Automobile  
2800 Declaration or any of their **family members**; or  
2801 4. an employer of **you, your spouse, your family members**, or the employer of any of  
2802 the **persons** listed as Designated Representative on the Automobile Declaration or any  
2803 of their **spouses or family members**.

2804 **Non-owned Auto** does not include any vehicle which is not in the lawful possession of  
2805 the **person** operating it.

2806 **Private Passenger Auto** – means a land motor vehicle designed for **use** mainly on public  
2807 roads:

- 2808 • with four (4) or six (6) wheels;  
2809 • designed solely to carry **persons** and their luggage;  
2810 • with a car or station wagon body;  
2811 • with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight  
2812 Rating (GVWR) of 10,000 pounds or less;  
2813 • with a pickup truck body and pickup style bed that has:  
2814 o a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or  
2815 o a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or  
2816 o a curb weight of 6,500 pounds or less if an OEM (Original Equipment  
2817 Manufacturer) GVW or GVWR is not available.

2818 **Private Passenger Auto** does not include any vehicle which can be used as a temporary  
2819 or permanent dwelling or other premises.

2820 **Temporary Substitute Auto** – means an **auto** not owned or leased by **you, your spouse**,  
2821 and if **you** are an entity other than a **person** the **persons** listed as Designated  
2822 Representative on the Automobile Declaration, if it replaces **your auto** for a short time.  
2823 Its use has to be with the consent of the owner. **Your auto** has to be out of use due to its  
2824 breakdown, repair, servicing, damage or **loss**. A **temporary substitute auto** is not  
2825 considered a **non-owned auto**.

2826 **Your Auto** – means the Miscellaneous Type Vehicle shown on the Automobile Declaration.

2827  
2828 PART A - LIABILITY COVERAGE

2829 **You** have PART A – LIABILITY COVERAGE for **your auto** if **your auto** shows Part A –  
2830 Liability on the Automobile Declaration.

2831 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the  
2832 Automobile Declaration, PART A – LIABILITY COVERAGE is amended as follows:

2833  
2834 **Who Is an Insured**

2835 The section “II. When **we** refer to a **non-owned auto, insured** means:” is replaced with the  
2836 following:

2837 II. When **we** refer to a **non-owned auto, insured** means:

- 2838 1. If the first party listed as the Named Insured on the Automobile Declaration is a **person**,  
2839 then that **person** is an **insured**, as well as:  
2840 A. his/her **spouse**;  
2841 B. his/her **family members**, provided the **family member** claiming coverage does not  
2842 own or lease a **private passenger auto** or an **auto** and such **family member's** use  
2843 of the **non-owned auto** is within the scope of consent of the first **person** listed as  
2844 the Named Insured on the Automobile Declaration or their **spouse**, and the owner  
2845 of such **auto**.

2846 If the **non-owned auto** is an All-Terrain Vehicle (ATV) and if coverage is applicable  
2847 under this endorsement for such **non-owned auto**, this paragraph B. is amended as  
2848 follows:

- 2849 B. his/her **family members**, provided such **family member's** use of the **non-owned**  
 2850 **auto** is within the scope of consent of the first **person** listed as the Named Insured  
 2851 on the Automobile Declaration or their **spouse**, and the owner of such **auto**.
- 2852 2. If the first party listed as the Named Insured on the Automobile Declaration is not a  
 2853 **person**, the first **person** listed as Designated Representative on the Automobile  
 2854 Declaration is an **insured**, as well as:  
 2855 A. his/her **spouse**;  
 2856 B. his/her **family members**, provided the **person** claiming coverage does not own or  
 2857 lease a **private passenger auto** or an **auto** and such **family member's** use of the  
 2858 **non-owned auto** is within the scope of consent of the first **person** listed as  
 2859 Designated Representative on the Automobile Declaration and the owner of such  
 2860 **auto**.
- 2861 If the **non-owned auto** is an All-Terrain Vehicle (ATV) and if coverage is applicable  
 2862 under this endorsement for such **non-owned auto**, this paragraph B. is amended as  
 2863 follows:  
 2864 B. his/her **family members**, provided such **family member's** use of the **non-owned**  
 2865 **auto** is within the scope of consent of the first **person** listed as the Named Insured  
 2866 on the Automobile Declaration or their **spouse**, and the owner of such **auto**.
- 2867 3. Any **person** or organization which does not own or hire the **non-owned auto** but is  
 2868 liable for its use by one of the **persons** or entities in 1. or 2. above, provided the use of  
 2869 such **non-owned auto** is within the scope of consent of one of the **persons** in 1. or 2.  
 2870 above, and the owner of such **auto**.
- 2871 There is no coverage for **non-owned autos** while:  
 2872 a. being repaired, serviced or used by any **person** while that **person** is working in any  
 2873 **auto business**; or  
 2874 b. used in any other **business** or occupation other than farming. This does not apply to a  
 2875 **private passenger auto** driven or occupied by the first **person** listed as the Named  
 2876 Insured on the Automobile Declaration or the first **person** listed as Designated  
 2877 Representative on the Automobile Declaration, their **spouse** or their **family members**.

2878 **When Part A – Liability Coverage Does Not Apply**

2879 Paragraph 3. under the section titled "When Part A – Liability Coverage Does Not Apply is  
 2880 replaced with the following:  
 2881 There is no coverage:  
 2882

- 2883
- 2884 3. For any damages:  
 2885 a. for which the United States of America, or State Government, or State Institution,  
 2886 or State Entity, or any of their departments or agencies might be liable for the  
 2887 **insured's use** of any vehicle.  
 2888 b. to property owned by, rented to, in charge of or transported by an **insured**. But  
 2889 coverage applies to:  
 2890 1) a rented residence or rented private garage rented to **you** and damaged by a  
 2891 vehicle **we** insure on this policy; or  
 2892 2) a **private passenger auto** or **auto**:  
 2893 a. operated by any **insured**; and  
 2894 b. owned by a **person** or organization engaged in the **business** of selling,  
 2895 repairing or servicing motor vehicles; and  
 2896 c. loaned to any **insured** for demonstration purposes or as a replacement for  
 2897 **your auto** while it is out of use due to breakdown, repair or servicing;  
 2898 if the motor vehicle insured under this endorsement is licensed in Missouri.  
 2899 3) A **private passenger auto**:  
 2900 a. in **your** possession, and  
 2901 b. owned by **your** employer, and  
 2902 c. damaged by **your** or **your family member's** negligence, or the first listed  
 2903 Designated Representative's or their **family member's** negligence, arising  
 2904 out of the **use** of **your auto**, a **newly acquired auto**, a **non-owned auto**, a

2905                    **temporary substitute auto** not owned, leased or provided by **your**  
2906                    employer, or a **trailer** covered by Part A – Liability of this policy.  
2907                    **We will not pay more than fifteen thousand dollars (\$15,000) for such**  
2908                    damages addressed in 3. b. 3) above.

2909 **If There Is Other Liability Coverage**

2910 Paragraph 1. of the section titled **If There is Other Liability Coverage** in PART A –  
2911 LIABILITY of **your** policy is replaced with the following:

- 2912 1. Policies Issued by **Us**:
- 2913        Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, if two or  
2914        more vehicle liability policies issued by **us** to:
- 2915        a. **you**,
  - 2916        b. **your spouse**,
  - 2917        c. **your family members**,
  - 2918        d. the **person(s)** listed as Designated Representative on the Automobile Declaration,  
2919        their **spouse** or **family members**, or,
  - 2920        e. any entity owned or controlled by **you**, **your spouse**, the **person(s)** shown as  
2921        Designated Representative on the Automobile Declaration Pages(s) or their  
2922        **spouses**,
- 2923        apply to the same driver and/or vehicle in a covered accident, the total limits of liability  
2924        under all such policies shall not exceed that of the policy with the highest limit of  
2925        liability showing on a Declaration of that policy that applies to such driver and/or  
2926        vehicle. Only one Declaration with the highest limit of liability will apply.
- 2927 If the Miscellaneous Type Vehicle shown on the Declaration is an All-terrain Vehicle (ATV)  
2928 and there is liability coverage available for such ATV under a property liability policy with  
2929 **us**, for the same accident, this policy is primary, but the sum of all payments from all such  
2930 policies will not exceed that of the one highest limit of coverage available.

2932                    PART B - MEDICAL PAYMENTS COVERAGE

2933 You have PART B – MEDICAL PAYMENTS COVERAGE if it is shown on the Automobile  
2934 Declaration.

2935 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the  
2936 Automobile Declaration PART B – MEDICAL PAYMENTS COVERAGE is amended as  
2937 follows:

2938 **When Part B – Medical Payments Coverage Does Not Apply**

2939 There is no coverage:

2940 [2. a. is deleted if **your auto** is a miscellaneous type vehicle that is designed mainly for use  
2941 off public roads. However, 2.b. and 2.c. remain.]

- 2942 2. While **occupying** or through being struck by any motor vehicle or trailer:
- 2943        ~~a. designed mainly for use off public roads while off public roads; or~~
  - 2944        b. located for use as a residence or premises; or
  - 2945        c. that runs on rails or crawler treads.

2946                    PART C – UNINSURED MOTOR VEHICLE COVERAGE

2947 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the  
2948 Automobile Declaration the section titled “Who Is an Insured” in PART C – UNINSURED  
2949 MOTOR VEHICLE COVERAGE is replaced with the following:

2950 **Who Is an Insured**

2951 **Insured** – means the **person** or **persons** covered by the **Uninsured Motor Vehicle**  
2952 coverages.

2953 This is:

- 2954 1. the first **person** listed as the Named Insured on the Automobile Declaration and the  
2955 first **person** listed as Designated Representative on the Automobile Declaration;

2. the **spouse** of the **person** identified in 1. above;
3. the **family members** of the **person(s)** identified in 1. above except that any of these **family members** who own or lease an **auto** or motor vehicle that falls under the Financial Responsibility Laws is only considered to be an **insured** while occupying **your auto**, a **temporary substitute auto**, a **newly acquired auto** or **your trailer**; and If the Miscellaneous Type Vehicle shown on the Declaration is an All-terrain Vehicle (ATV) this paragraph 3. is amended as follows:
3. the **family members** of the **person(s)** identified in 1. above; and
4. any other **person** while **occupying**:
- a. **your auto**, a **temporary substitute auto**, a **newly acquired auto** or **trailer** attached to such **auto**. Such vehicle has to be **used** within the scope of the consent of **you**, **your spouse**, the first **person** listed as Designated Representative on the Automobile Declaration or their **spouse**; or
- b. a **private passenger auto** or an **auto** not owned or leased by **you** or the first **person** listed as Designated Representative on the Automobile Declaration, **your spouse** or **your family member**, or the **spouse** or **family member** of the first **person** listed as Designated Representative on Automobile Declaration, or a **trailer** attached to such an **auto**. It has to be driven by the first **person** listed as the Named Insured on the Automobile Declaration or that **person's spouse** or by the first **person** listed as the Designated Representative on the Automobile Declaration or their **spouse**, and within the scope of the owner's consent. Such other **person occupying** a vehicle used to carry **persons** for a charge is not an **insured**. This does not apply to a **private passenger auto** used in a share-the-expense car pool.
5. any **person** entitled to recover damages because of **bodily injury** to an **insured** under 1. through 4. above.

#### PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the Automobile Declaration PART D – COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

#### **When Part D - Coverage for Damage to Your Auto Does Not Apply**

There is no coverage for:  
(Paragraph 2. is deleted)

~~2. A non-owned auto or temporary substitute auto that is not a private passenger auto.~~

All other portions of the section titled "When Part D – Coverage for Damage to Your Auto Does Not Apply" remain the same.

#### UNDERINSURED MOTOR VEHICLE

You have UNDERINSURED MOTOR VEHICLE coverage on your Miscellaneous Type Vehicle only if the Miscellaneous Type Vehicle shown on the Automobile Declaration is a motorcycle, ATV, or a motor home and UNDERINSURED MOTOR VEHICLE coverage is shown on the Automobile Declaration for that vehicle.

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE the section titled "**Who Is An Insured**" under UNDERINSURED MOTOR VEHICLE is replaced with the following:

#### **Who Is An Insured**

**Insured** means:

1. If the Named Insured on the Automobile Declaration is a **person**, then that **person(s)** is an **insured**, as well as:
  - A. his/her **spouse**;
  - B. his/her **family member(s)**;
2. If the Named Insured(s) on the Automobile Declaration is not a **person**, the **person(s)**

3016 listed as Designated Representative on the Automobile Declaration is an **insured**, as  
3017 well as:

- 3018 A. his/her **spouse**;
- 3019 B. his/her **family member(s)**;

3020 3. Any other **person** while **occupying your auto**, a **temporary substitute auto**, a  
3021 **newly acquired auto** or **trailer** attached to such **auto**. Such **auto** or **trailer** has to be  
3022 used within the scope of the consent of a Named Insured on the Automobile  
3023 Declaration or their **spouse**.

3024 4. If the Named Insured on the Automobile Declaration is a **person**, any other **person**  
3025 while **occupying an auto** not owned or leased by **you**, **your family member** or any  
3026 **person** shown as a Scheduled Operator on the Automobile Declaration or their **family**  
3027 **member**, while **occupying a trailer** attached to such **auto**. Such **auto** must be driven  
3028 by **you** or **your family member** and within the titled owner's consent.

3029 Such other **person** identified in 3. and 4. above **occupying** a vehicle used to carry  
3030 **persons** for a charge is not an **insured**

3031 5. Any **person** entitled to recover damages because of **bodily injury** to an **insured**  
3032 under 1. through 4. above.

3033 **We do not provide Underinsured Motor Vehicle Coverage for bodily injury** sustained by  
3034 any **insured** using a vehicle without permission to do so.

### 3035 **AUTO LOAN/LEASE**

3036 **You** have this coverage if AUTO LOAN/LEASE is shown on the Automobile Declaration  
3037 and the appropriate premium is paid.

3038 The definitions for **loss** and **actual cash value** in Part D – Coverage For Damage To Your  
3039 Auto apply in this endorsement.

3040 In the event we deem **your auto** to be a total **loss** for a covered accident under this policy,  
3041 this endorsement provides coverage toward any unpaid amount which is due on the lease  
3042 or loan for **your auto** and which is covered under this endorsement. This amount does not  
3043 include:

- 3044 1. the amount paid under "Part D" (Coverage For Damage to Your Auto) of the policy;
- 3045 2. overdue lease/loan payments at the time of the **loss**;
- 3046 3. financial penalties imposed under a lease for excessive use, abnormal wear and tear,  
3047 or high mileage;
- 3048 4. security deposits not refunded by a lessor;
- 3049 5. costs for extended warranties, Credit Life Insurance, Health, Accident, or Disability  
3050 insurance purchased with the loan or lease.

### 3051 **LIMIT OF LIABILITY**

3052 **Our** Limit of Liability for any **loss** covered by this endorsement will be the lesser of the  
3053 following:

- 3054 1. The actual amount of the outstanding debt over and above the **actual cash value**  
3055 (**ACV**) of the covered vehicle, but this amount does not include items excluded in 2., 3.,  
3056 4. and 5. above;
- 3057 2. An amount not to exceed 20% of the **actual cash value (ACV)** of the covered vehicle  
3058 as agreed to in the settlement of any total loss covered by this policy.

3059 Subject to all terms of this endorsement, the most **we** will pay for any one claim under this  
3060 endorsement is the outstanding debt for the loss payee listed for the covered vehicle on the  
3061 date of **loss**.

### 3062 **UNINSURED MOTORISTS DAMAGE TO YOUR AUTO**

3063 **You** have this coverage if UNINSURED MOTORISTS DAMAGE TO YOUR AUTO is shown  
3064 on the Automobile Declaration and the appropriate premium is paid.

3072  
3073 **We will pay for loss to your auto, a newly acquired auto, temporary substitute auto or**  
3074 **a non-owned auto**, including its equipment subject to all definitions, duties and general  
3075 provisions found in Part D - Coverage for Damage to Your Auto. The **loss** must arise out  
3076 of the ownership or **use** of an **uninsured motor vehicle** as defined in this endorsement.  
3077 Any judgment for damages arising out of a suit brought without **our** written consent is not  
3078 binding on **us**.  
3079

3080 Under this endorsement **uninsured motor vehicle** means a land motor vehicle or **trailer**,  
3081 the ownership, maintenance, or use of which:

- 3082 a. is not insured or bonded for bodily injury or property damage liability at the time of the  
3083 accident; or
- 3084 b. the insuring company denies coverage or is, or becomes, insolvent.

### 3085 **ADDITIONAL EXCLUSIONS**

3086 The following are added to "When Part D - Coverage for Damage to Your Auto Does Not  
3087 Apply":  
3088

3089 There is no coverage:

- 3090 • if **you** or any **person** shown as Designated Representative on the Automobile  
3091 Declaration, or **your** legal representative or the legal representative of any **person**  
3092 shown as Designated Representative, settles the property damage claim without **our**  
3093 consent;
- 3094 • when **your auto, a newly acquired auto, a temporary substitute auto or non-**  
3095 **owned auto** is being used as a public or livery conveyance; this exclusion does not  
3096 apply to a share-the-expense car pool;
- 3097 • for the first \$250 of the amount of the property damage to any vehicle to which this  
3098 coverage applies, as the result of any one accident. If a **loss** to more than one  
3099 covered vehicle results from the same **collision**, only one \$250 deductible will apply
- 3100 • to any motor vehicle that has physical damage coverage for collision loss applicable  
3101 at the time of the accident.
- 3102 • if the owner or operator of the **uninsured motor vehicle** cannot be identified.

3103 This coverage will not apply directly or indirectly to benefit any insurer of the property.

3104 **We do not provide coverage under Uninsured Motorists Damage To Your Auto** for  
3105 punitive or exemplary damages.  
3106

### 3107 **DRIVE OTHER CAR**

3108 **You** have this coverage if DRIVE OTHER CAR is shown on the Automobile Declaration  
3109 and the appropriate premium is paid.  
3110

3111 This endorsement extends Part A - Liability Coverage and Part B - Medical Payments  
3112 Coverage to the Scheduled Operator(s) and Designated Representative(s) shown on the  
3113 Automobile Declaration, while operating a business or company owned **private passenger**  
3114 **auto**, or a government owned **private passenger auto**.  
3115

3116 This coverage is excess coverage over and above any other applicable coverage.  
3117

3118 There is no coverage under this endorsement for:

- 3119 1. Any accident involving a vehicle owned in whole or in part, or leased, by **you, your**  
3120 **spouse, your family members**, any **person** listed as Designated Representative on  
3121 the Automobile Declaration, their **spouse**, or their **family members**, or any Scheduled  
3122 Operator shown on the Automobile Declaration; or
- 3123 2. Any military vehicle of any size or type; or
- 3124 3. Any vehicle that is not a **private passenger auto**.  
3125

### 3126 **MISCELLANEOUS EQUIPMENT COVERAGE**

**You** have this coverage if MISCELLANEOUS EQUIPMENT COVERAGE is shown on the Automobile Declaration.

**We** will pay up to the limit of coverage shown for MISCELLANEOUS EQUIPMENT on the Automobile Declaration for **loss**, subject to all the definitions, duties and general provisions in Part D – Coverage for Damage To Your Auto, to MISCELLANEOUS EQUIPMENT caused by:

1. **Other than Collision** only if the Automobile Declaration indicates that Other Than Collision Coverage is provided for **your auto**;
2. **Collision** only if the Automobile Declaration indicates that Collision Coverage is provided for **your auto**.

**We** will also pay for **loss**, subject to all the definitions, duties and general provisions in Part D – Coverage for Damage to Your Auto, to any accessories used with the miscellaneous equipment if they are **your** property, that of **your family member**, or that of a **person** shown as Designated Representative on the Automobile Declaration.

**We** will pay for **loss** to accessories caused by:

1. **Other than Collision** only if the Automobile Declaration indicates that Other Than Collision Coverage is provided for **your auto**;
2. **Collision** only if the Automobile Declaration indicates that Collision Coverage is provided for **your auto**.

#### **NEW VEHICLE REPLACEMENT COST FOR TOTAL LOSS**

**You** have this coverage if Replacement Cost for Total Loss is shown on the Automobile Declaration and the described and damaged vehicle meets all requirements shown below. A qualifying vehicle is **your** new, previously untitled **auto** within the first twelve months of **your** purchase of the vehicle or 15,000 miles, whichever comes first. In the event of a covered total **loss** to a qualifying vehicle, the **Limit of Coverage – Other than Collision and Collision** is amended to read as follows:

#### **Limit of Coverage – Other than Collision and Collision**

The limit of **our** liability for total **loss** shall be the cost of a new vehicle of:

- (1) the same make, if possible;
- (2) similar vehicle size and class;
- (3) similar body type and equipment;

as **your auto** damaged in the accident.

If a new vehicle of the same year is no longer available anywhere, we will use the next newest year available.

The most **we** will pay for:

- (1) paint, wraps, decals, and other items of non-electronic equipment, custom wheels, alterations or modifications which were added to **your auto** after the time of its original sale; and
- (2) any child restraint systems or other items of safety equipment required by Federal or State law to be present in the vehicle; and
- (3) camper shells or bed liners not attached to **your auto**;

is \$1,000 for any one accident regardless of the number of such items damaged or stolen.

This endorsement (New Vehicle Replacement Cost for Total Loss) does not automatically apply to any replacement vehicle nor apply to any additional vehicle acquired during the policy period, unless:

- (1) The additional or replacement vehicle is less than twelve (12) months old or less than 15,000 miles; and
- (2) The additional or replacement vehicle has not been previously titled.

## JOINT OWNERSHIP

**You** have this coverage if JOINT OWNERSHIP is shown on the Automobile Declaration. When JOINT OWNERSHIP is shown on the Automobile Declaration the following portions of the policy are amended as follows:

### PART A – LIABILITY COVERAGE

#### Who Is An Insured

[The following paragraph is added immediately following paragraph 5. E. but not a part of paragraph 5. E.]

If the Automobile Declaration shows JOINT OWNERSHIP under ENDORSEMENTS of the COVERAGES section of the Declaration, when **we** refer to **your auto, insured** also means the **person** shown as JOINT OWNER on the Automobile Declaration.

#### Limits of Liability

[Subparagraph 3. a. 1) is replaced with the following:]

3. Regardless of the opening paragraph under Limits of Liability above and the limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY coverage shown on the Automobile Declaration, the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the state in which the accident occurred for:

- a. Any **person** entity or organization using **your auto, a newly acquired auto, temporary substitute auto, or trailer** to which Part A – Liability applies, other than:

- 1) **You, the person(s)** shown as Designated Representative on the Automobile Declaration, and if the Automobile Declaration shows JOINT OWNERSHIP, the **person** shown as JOINT OWNER on the Automobile Declaration.

#### When Part A – Liability Does Not Apply

[Subparagraph 5.). is added to paragraph 1. b.]

There is no coverage:

1. While any vehicle insured under this section is:
  - a. rented to others or used to carry **persons** for a charge. This does not apply to the **use** on a share expense basis of a **private passenger auto** if all passengers are riding in that area of the vehicle designed by the manufacturer of the vehicle for carrying passengers.
  - b. being repaired, serviced or used by any **person** employed or engaged in any way in an **auto business**. This does not apply to:
    - 5). a **person** shown as JOINT OWNER on the Automobile Declaration

### PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

#### Who Is An Insured

[The following paragraph is added immediately following paragraph 5. B., but not a part of paragraph 5. B.]

If the Automobile Declaration shows JOINT OWNERSHIP under ENDORSEMENTS of the COVERAGES section of the Declaration **insured** also means the **person** shown as JOINT OWNER on the Automobile Declaration.

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The following information is not part of your policy but is provided for your information:

**To report a claim:**

Call our Claims Call Center, available 24 hours a day, seven days a week: 1-800-922-4632

Contact your Missouri Farm Bureau Agent

File a claim online at: [www.mofbinsurance.com](http://www.mofbinsurance.com)

For other customer service needs, please contact your local Missouri Farm Bureau Agent or Customer Support at 1-800-922-4632

Visit [www.mofbinsurance.com](http://www.mofbinsurance.com) to access the Online Customer Account. View policy documents, print ID cards, manage payments online.

See your local Missouri Farm Bureau Insurance Agent or visit [www.mofbinsurance.com](http://www.mofbinsurance.com) for more information about these products, offered by Missouri Farm Bureau Insurance:

Property Insurance for Farms, Homes, Mobile Homes and Condos

Personal Property Insurance

Personal Liability Insurance

Farm Liability Insurance

Commercial Liability Insurance

Commercial Property Insurance

Commercial Auto Insurance

Boat Insurance

Umbrella Liability Insurance

Life Insurance

Health Insurance