

**A Service of
MISSOURI FARM BUREAU**

**AUTOMOBILE
INSURANCE
POLICY**



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

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2 **AUTOMOBILE INSURANCE POLICY**

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4 **DEFINED WORDS**

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

8 The following is a list of some of the defined terms used in **your** policy. There may
9 also be additional defined terms in other sections of **your** policy, including but not
10 limited to, any endorsements added to **your** policy.

11
12 **Actual Cash Value (ACV)** – defined in PART D – COVERAGE FOR DAMAGE TO
13 YOUR AUTO.

14 **Auto** – means a land motor vehicle with four or more wheels, which is designed to be
15 driven mainly on public roads. **Auto** does not mean:

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

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

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

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

30 **Collision** – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

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

36 **Cost to Repair or Replace** – defined in PART D – COVERAGE FOR DAMAGE TO
37 YOUR AUTO.

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

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

43 **Loss** – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

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

- 47 1. replaces **your auto**; or
48 2. is an added **auto** and;
49 a. if it is a **private passenger auto**, we insure all other **private passenger**
50 **autos**; or
51 b. if it is other than a **private passenger auto**, we insure all **autos**;
52 owned by **you**, or **your spouse** on the date of its delivery to **you** or **your**
53 **spouse**;

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

- 56 1. tell **us** about it within 30 days after its delivery; and
57 a. if the **auto** acquired replaces one shown on this policy's Automobile
58 Declaration(s), it will have the same coverage as the **auto** it replaced; or

- 59 b. if the **auto** acquired is an addition to any shown on **your** policy(s), coverage
60 from the Declaration with the highest limit of coverage which is in effect at
61 both the time of purchase and the time of the covered accident will apply; and
62 2. pay **us** any additional amount due from the date of purchase.

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

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

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

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

84 **Other Than Collision** – defined in PART D – COVERAGE FOR DAMAGE TO YOUR
85 AUTO.

86 **Person** – means a human being.

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

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

98 **Repair** – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

99 **Replacement Parts** – defined in PART D – COVERAGE FOR DAMAGE TO YOUR
100 AUTO.

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

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

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

110 **Transportation Network Company or TNC** – means any entity that provides
111 prearranged transportation or livery services for compensation by using any online
112 enabled application, software, website, digital system or other online or digital platform
113 to connect riders to drivers of **Your auto**.

114 **Uninsured Motor Vehicle** – defined in PART C – UNINSURED MOTOR VEHICLE
115 COVERAGE.

116 **Use** – means the operation, maintenance, or **occupancy** of a vehicle.
117 **Using** – means operating, maintaining or **occupying** a vehicle.
118 **We, us and our** – refer to Farm Bureau Town & Country Insurance Company of
119 Missouri.
120 **You or Your** – means the **person(s)** and entity(s) shown as Named Insured on this
121 policy's Automobile Declaration(s).
122 **Your Auto** – means the **auto** or the vehicle described on the Automobile Declaration.
123
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125 GENERAL AGREEMENTS

126
127 This is a legal contract. This contract consists of the application and all
128 representations therein, the policy booklet, the Declaration, and all policy forms and
129 endorsements shown on the Declaration. Each vehicle **you** insure with **us** has its own
130 Declaration. **You** have a duty to read all parts of this legal contract carefully.
131

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

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

136 If any **insured's** statements or representations to **us** are untrue or materially
137 inaccurate, **we** will not provide coverage under this policy.
138

139 No insurance is provided if the bank or any other financial institution does not honor
140 the method of payment used to make **your** premium payment.
141

142 **You** agree, by acceptance of this policy, that:

- 143 1. the information on **your** application is true regardless of who provided or wrote
144 the information on the forms;
- 145 2. **we** insure **you** on the basis that the information on **your** application is true;
- 146 3. this policy contains all of the agreements between **you** and **us** or any of **our**
147 agents and cannot be orally modified;
- 148 4. **you** are the titled owner of **your auto** or have a leasehold interest in **your auto**;
149 and
- 150 5. **you** will review the Declaration(s) each time **you** receive one, in order to make
151 sure that:
 - 152 a. all the coverages **you** requested are shown, and
 - 153 b. the limit(s) shown for each of those coverages is the amount **you** requested.

154 Unless otherwise mandated by law for a coverage, no more than one Declaration will
155 apply in a covered accident whether **you** have one policy with multiple Declarations or
156 multiple policies with **us**, or both.
157

158 Loss Reduction and Other Benefits

159 From time to time and at **our** sole discretion, **we** may provide **you** with or allow others
160 to provide **you** with benefits such as:

- 161 a) items, memberships, merchandise, points, vouchers, rewards, gift cards, services,
162 classes, seminars, or other things of value designed to help **you** or other persons
163 insured under this policy manage the risks **you** or they face, including, but not limited to,
164 to, loss reduction or safety-related items; or
- 165 b) items, memberships, merchandise, points, vouchers, rewards, gift cards, services,
166 classes, seminars, or things of any other type that **we** think may be of value to **you** or
167 someone else insured under this policy;
- 168 c) charitable contributions, donations, or gifts.

169 These items, memberships, merchandise, points, vouchers, rewards, gift cards,
170 services, classes, seminars, charitable contributions, donations, gifts, or other things
171 of value may be provided in any form, including, but not limited to, redemption codes,
172 coupons, vouchers, gift cards and reimbursement with qualifying proof of purchase.

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All other policy terms and conditions apply. Customer reward points may be accumulated from other qualifying insurance policies issued by **us**. All accumulated customer reward points gained through this policy or any other qualifying policy are surrendered and have no value if **you** fail to continuously maintain an active qualifying policy. Benefits such as those described above may be modified or discontinued at any time.

POLICY PERIOD AND TERRITORY

When Coverage Applies

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

The policy period is shown on the Automobile Declaration. The policy period begins and ends at 12:01 A.M. Central Standard Time. Any change(s) in coverage made during the policy period begins at 12:01 A. M. Central Standard Time on the effective date shown for the change on the Automobile Declaration.

Where Coverage Applies

The coverages **you** chose apply:

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

LOSS PAYABLE CLAUSE

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

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

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

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

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

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

DUTIES AFTER AN ACCIDENT OR LOSS

1. Notice to Us of an Accident or Loss

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

230 The notice must give **us**:
231 a. the **insured's** name; and
232 b. the names and addresses of all **persons** involved; and
233 c. the hour, date, place and facts of the accident or loss; and
234 d. the names and addresses of witnesses.

235 **2. Notice to Us of Claim or Suit**
236 If a claim or suit is made against any **insured**, an **insured** must at once send **us**
237 every demand, notice or claim made and every summons or legal process
238 received, including petitions filed in a court of law and amended petitions.

239 **3. Other Duties Under the Physical Damage Coverages**
240 When there is a **loss**, **you** or the owner of the property also shall:
241 a. submit a proof of loss when required by **us**. The proof of loss shall include,
242 but not be limited to:
243 i. the date, time, and cause of **loss**,
244 ii. the interest of the **insured** and all others in the property,
245 iii. all debts or liens on the property,
246 iv. all other insurance policies that apply to the **loss**, and
247 v. changes in title, use, garaging location or possession of the property.
248 b. make a prompt report to the police when the **loss** is the result of theft,
249 larceny or vandalism.
250 c. protect the damaged vehicle. **We** will pay any reasonable expense incurred
251 to do it.
252 d. show **us** the damage when **we** ask.
253 e. provide all records, receipts and invoices, or certified copies of them. **We**
254 may make copies and/or store or replicate these.

255 Failure to provide all required information may result in denial of any coverage if
256 **we** can establish that **our** rights have been prejudiced by the lack of such
257 information.

258 **4. Other Duties Under PART B - MEDICAL PAYMENTS COVERAGE, PART C -**
259 **UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR**
260 **VEHICLE coverage**
261 Any **person** who suffers a **bodily injury** and intends to present a claim under
262 one of these coverages must notify **us** of the claim in writing as soon as
263 reasonably possible after the **person's** first examination or treatment resulting
264 from the **bodily injury**. Another **person** may give **us** the required notice on
265 behalf of the injured **person**.

266 The **person** making claim under any of these coverages also shall:
267 a. give **us** all the details about the death, injury, treatment and other
268 information, records and reports **we** need to determine the amount payable.
269 b. be examined by physicians chosen and paid by **us** as often as **we** deem
270 reasonable and necessary. A copy of the report will be sent to the injured
271 **person** upon written request. If the **person** is dead or unable to act, his or
272 her legal representative shall authorize **us** to obtain all medical reports and
273 records. These requests for examinations do not waive **our** right later to an
274 independent medical examination should suit be filed.
275 c. let **us** see the vehicle the **person** was **occupying** in the accident.
276 d. send **us** at once a copy of all suit papers if the **person** sues the party liable
277 for the accident for damages.
278 e. report a "phantom vehicle" accident to the police within 24 hours and to **us**
279 within 30 days and provide **us** with:
280 1) the name and address, if known, of the owner or operator of the
281 "phantom vehicle"; or
282 2) the registration number or description of such vehicle; or
283 3) a description of the "phantom vehicle" and any witnesses to the
284 accident; or
285 4) any other available information to establish that there is no applicable
286 motor vehicle liability insurance.

287 Failure of the **insured** to report a "phantom vehicle" accident and to provide
288 the information requested concerning such vehicle may result in the denial
289 of any insurance coverage otherwise available if **we** can establish that **our**
290 rights have been prejudiced by the lack of such notice.

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

- 292 Any and all **insured's** shall cooperate with **us** and assist **us** in any way **we** ask
293 to include, but not limited to:
294 a. making settlements;
295 b. securing and giving evidence including but not limited to providing a written
296 and/or recorded statement as **we** deem necessary;
297 c. attending and getting witnesses to attend hearings and trials;
298 d. answering questions under oath when asked by anyone **we** name, as often
299 as **we** deem reasonable and necessary, and sign copies of the answers.
300 Such examinations under oath may be conducted separately at **our** option.

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

- 303 a. make any payment or assume any obligation to others; or
304 b. incur any expense, other than for first aid to others.

305
306
307 **PART A - LIABILITY COVERAGE**

309 Subject to all terms of this contract, **you** have this coverage if Bodily Injury Liability
310 and Property Damage Liability appear on the Automobile Declaration, and the
311 appropriate premium for the Limits shown has been paid.

312 **We** will:

- 313 1. pay damages to which PART A – LIABILITY COVERAGE of this policy applies
314 and for which an **insured** becomes legally liable to pay because of:
315 a. **bodily injury** to others; and/or
316 b. physical injury or damage to, or destruction of, tangible property including loss
317 of its use;
318 caused by accident and resulting from the **use** of an **auto** or **trailer** insured under
319 this PART A – LIABILITY COVERAGE, and
320 2. defend any suit against an **insured** for such **bodily injury** or property damage to
321 which PART A – LIABILITY COVERAGE of this policy applies with attorneys
322 hired and paid by **us**. **We** will not defend any suit after **we** have paid the
323 applicable limit of **our** liability for the accident which is the basis of the lawsuit.
324 **We** have no obligation to defend any claim which is not covered under this policy.

325
326 In addition to what may be paid under the limits of liability on an accident to which
327 PART A – LIABILITY COVERAGE of this policy applies, **we** will pay for an **insured**
328 any costs listed below resulting from such accident and incurred in a suit **we** defend.

- 329 1. All costs **we** incur in the defense of a covered claim.
330 2. Court costs of any suit for damages **we** defend.
331 3. Interest on damages owed by the **insured** due to a judgment and accruing:
332 a. after the judgment, and until **we** pay, offer to pay, or deposit in court, that part
333 of the judgment which does not exceed the limit of liability for this coverage; or
334 b. before the judgment, where owed by law, and until **we** pay, offer to pay, or
335 deposit in court, that part of the judgment which does not exceed the limit of
336 liability for this coverage, but only on that part of the judgment **we** pay.
337 4. Premiums or costs of bonds:
338 a. to secure the release of an **insured's** property attached under a court order;
339 b. required to appeal a decision in a suit for damages if **we** elect to appeal and
340 have not paid **our** limit of liability that applies to the suit; and
341 c. up to \$250 for each bail bond needed because of an accident or traffic
342 violation.

343 **We** have no duty to furnish or apply for any bonds. The amount of any bond **we**

344 pay for shall not be more than **our** limit of liability.

345 5. Expense incurred by an **insured**:

- 346 a. for loss of wages or salary up to \$100.00 per day if **we** ask the **insured** to
347 attend the trial of a civil suit;
348 b. at **our** request.

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

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

353

354 **Coverage for Your Auto and the Use of Other Autos**

355 Subject to **Who is an Insured** below and subject to all other applicable provisions
356 within the policy, when Bodily Injury Liability and Property Damage Liability are shown
357 on the Declaration, PART A – LIABILITY COVERAGE extends to the **use**, by an
358 **insured**, of **your auto**, a **newly acquired auto**, a **temporary substitute auto** or a
359 **non-owned auto** in a covered accident

360 If:

- 361 1. **your** policy with **us** has multiple vehicles showing Bodily Injury Liability and
362 Property Damage Liability coverage; and/or
363 2. **you** have multiple policies with **us** showing Bodily Injury Liability and Property
364 Damage Liability; and
365 a. an **auto** or **trailer** shown on an Automobile Declaration of one of **your** policies
366 with **us** is involved in a covered accident only the coverage from the
367 Declaration of the **auto** or **trailer** involved in the accident will apply;
368 b. a **temporary substitute auto** is involved in a covered accident only the
369 coverage from the Declaration of **your auto** the **temporary substitute auto** is
370 temporarily replacing, will apply;
371 c. a **newly acquired auto** which replaces one of **your autos** is involved in a
372 covered accident only the coverage from the Declaration of **your auto** the
373 **newly acquired auto** replaces will apply;
374 d. a **newly acquired auto** which is an added **auto** is involved in a covered
375 accident, only the coverages from **your** one Declaration with the highest limit
376 in force at the time of the purchase of the **newly acquired auto** and in force at
377 the time of the accident, will apply;

378 Regarding c. and d. above, there is no PART A – LIABILITY COVERAGE on this
379 policy for a **newly acquired auto** if there is any other liability coverage available
380 from any other source.

- 381 e. a **non-owned auto** is involved in a covered accident only the coverage from
382 **your** one Declaration with the highest limit, in force at the time of the accident,
383 will apply.

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

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

388

389 **Who is an Insured**

390 I. When **we** refer to **your auto**, a **newly acquired auto**, **temporary substitute auto**
391 or a **trailer** to which PART A – LIABILITY COVERAGE of this policy applies,
392 **insured** means **you**, and if **you** are:

393 1. A **person**, **insured** also means:

- 394 A. **your spouse**;
395 B. the **family members** of the first **person** listed as the Named Insured on
396 this policy;
397 C. any other **person** while **using** such an **auto** or **trailer** if its **use** is within
398 the scope of consent of **you** or **your spouse**; and
399 D. any other **person** or organization liable for the **use** of such an **auto** or
400 **trailer** by one of the above **insureds**.

- 401 2. A partnership or joint venture, **insured** also means:
- 402 A. **your** members or partners;
- 403 B. the **person(s)** listed as Designated Representative and Scheduled
- 404 Operator on this policy's Automobile Declaration(s);
- 405 C. the **spouse** of the first **person** listed as Designated Representative on the
- 406 Automobile Declaration;
- 407 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the
- 408 scope of consent of a **person** listed as Designated Representative on the
- 409 Automobile Declaration;
- 410 E. any other **person** or organization liable for the **use** of such **auto** or **trailer**
- 411 by **you** or one of the **insureds** identified in paragraphs 2.A.-D. above,
- 412 provided that the **use** of the **auto** at the time of the accident when referring
- 413 to the **insureds** identified in paragraph 2. A. was in respect to activities
- 414 associated with the partnership or joint venture shown as Named Insured
- 415 on this policy.
- 416 3. A limited liability company, **insured** also means:
- 417 A. **your** members or managers;
- 418 B. the **person(s)** listed as Designated Representative and Scheduled
- 419 Operator on this policy's Automobile Declaration(s);
- 420 C. the **spouse** of the first **person** listed as Designated Representative on the
- 421 Automobile Declaration;
- 422 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the
- 423 scope of consent of a **person** listed as Designated Representative on the
- 424 Automobile Declaration;
- 425 E. any other **person** or organization liable for the **use** of such **auto** or **trailer**
- 426 by **you** or one of the **insureds** identified in paragraphs 3.A.-D. above,
- 427 provided that the **use** of the **auto** at the time of the accident when referring
- 428 to the **insureds** identified in paragraph 3. A. was in respect to activities
- 429 associated with the limited liability company shown as Named Insured on
- 430 this policy.
- 431 4. A Corporation, **insured** also means:
- 432 A. **your** officers, directors or shareholders;
- 433 B. the **person(s)** listed as Designated Representative and Scheduled
- 434 Operator on this policy's Automobile Declaration(s);
- 435 C. the **spouse** of the first **person** listed as Designated Representative on the
- 436 Automobile Declaration;
- 437 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the
- 438 scope of consent of a **person** listed as Designated Representative on the
- 439 Automobile Declaration;
- 440 E. any other **person** or organization liable for the **use** of such **auto** or **trailer**
- 441 by **you** or one of the **insureds** identified in paragraphs 4.A.-D. above,
- 442 provided that the **use** of the **auto** at the time of the accident when referring
- 443 to the **insureds** identified in paragraph 4. A. was in respect to activities
- 444 associated with the Corporation shown as Named Insured on this policy.
- 445 5. A Trust or other entity, **insured** also means:
- 446 A. **your** executors, administrators, trustees, or directors, of the Trust or other
- 447 entity;
- 448 B. the **person(s)** listed as Designated Representative and Scheduled
- 449 Operator on this policy's Automobile Declaration(s);
- 450 C. the **spouse** of the first **person** listed as Designated Representative on the
- 451 Automobile Declaration;
- 452 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the
- 453 scope and consent of a **person** listed as Designated Representative on
- 454 the Automobile Declaration;
- 455 E. any other **person** or organization liable for the **use** of such **auto** or **trailer**
- 456 by **you** or one of the **insureds** identified in paragraphs 5.A.-D. above,
- 457 provided that the **use** of the **auto** at the time of the accident when referring

458 to the **insureds** identified in paragraph 5. A. was in respect to activities
459 associated with the Trust or other entity shown as Named Insured on this
460 policy.
461

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

- 463 1. If the first party listed as the Named Insured on the Automobile Declaration is a
464 **person**, then that **person** is an **insured**, as well as;
465 A. his/her **spouse**;
466 B. his/her **family members**, provided the **person** claiming coverage does not
467 own or lease an **auto**;
468 2. If the first party listed as the Named Insured on the Automobile Declaration is
469 not a **person**, then the entity listed and the first **person** listed as Designated
470 Representative on the Automobile Declaration is an **insured**, as well as;
471 A. his/her **spouse**;
472 B. his/her **family members**, provided the **person** claiming coverage does not
473 own or lease an **auto**;
474 3. Any **person** or organization which does not own or hire the **auto** but is liable for
475 its use by one of the **persons** or entities identified in 1. or 2.

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

- 477 a. being repaired, serviced or used by any **person** while that **person** is working
478 in any **auto business**; or
479 b. used in any other **business** or occupation other than farming. This does not
480 apply to a **private passenger auto** driven or occupied by the first **person**
481 listed as the Named Insured on the Automobile Declaration, their **spouse** or
482 **family members**, or if the first party listed as the Named Insured is not a
483 **person** then this does not apply to a **private passenger auto** driven or
484 occupied by the first **person** listed as Designated Representative on the
485 Automobile Declaration, their **spouse** or their **family members**.
486

487 **Trailer Coverage**

488 I. PART A – LIABILITY COVERAGE extends to a **trailer** described on an Automobile
489 Declaration of this policy if the Declaration shows Bodily Injury Liability and
490 Property Damage Liability for that **trailer**. If such **trailer** showing Bodily Injury
491 Liability and Property Damage Liability on the Declaration of this policy is attached
492 to a pulling unit which is also covered for PART A – LIABILITY COVERAGE either
493 on this policy or another policy issued by **us**, then only the highest limit of
494 coverage applies. No more than one limit for Bodily Injury Liability and Property
495 Damage Liability from all Declarations issued by **us** on the **trailer**, pulling unit, or
496 operator will apply when a **trailer** and a pulling unit are attached. This one highest
497 limit of coverage from the **trailer**, pulling unit, or operator will be excess to any
498 other liability insurance from any other source.
499

500 If a **trailer** showing Bodily Injury Liability and Property Damage Liability on an
501 Automobile Declaration of this policy is attached to a vehicle **we** do not insure, but
502 the pulling unit and/or operator has other insurance available elsewhere, is
503 bonded or self-insured for liability, or is owned by any level of government or any
504 of its subdivisions or agencies, **our** coverage does not apply, unless the total
505 sums of protection available to the pulling unit is less than the limit for Bodily Injury
506 Liability and Property Damage Liability shown for the **trailer** on the Automobile
507 Declaration of this policy, in which case **our** limit on such Declaration may apply
508 as excess up to the difference between the total amount of protection available
509 elsewhere to the pulling unit and/or operator and the limit on the **trailer** shown on
510 the Automobile Declaration of this policy.
511

512 II. PART A – LIABILITY COVERAGE on this policy extends to a **trailer** not insured by
513 **us** for PART A – LIABILITY COVERAGE on this policy or any other policy issued
514 by **us**, while it is attached to an **auto** which is covered under PART A – LIABILITY

515 COVERAGE of this policy. Only the limit shown on the Declaration as provided to
516 the pulling unit for Bodily Injury Liability and Property Damage Liability applies to
517 both the pulling unit and the **trailer**, for a covered accident. This one limit of
518 coverage will be excess to any other liability insurance from any other source.
519

520 III. PART A – LIABILITY COVERAGE on this policy extends to **your** use of a **trailer**
521 not insured by **us** for PART A – LIABILITY COVERAGE on this policy or any other
522 policy issued by **us**:

- 523 a. while it is not attached to any vehicle, and
- 524 b. only if it is not owned by **you** or available for **your** regular use, and
- 525 c. only if it has a load capacity of less than 2,000 pounds.

526 Only **your** one Declaration with the highest limit shown for Bodily Injury Liability
527 and Property Damage Liability in effect at the time of the covered accident will
528 apply. This coverage will be excess to any other liability insurance on such **trailer**.
529

530 IV. PART A – LIABILITY COVERAGE will extend to a **trailer** not insured by **us** for
531 PART A – LIABILITY COVERAGE on this policy or any other policy issued by **us**,
532 while it is not attached to a vehicle, but only while being used in **your** farming
533 operations at the time of the loss. It must not be owned by **you** and it must
534 temporarily replace a **trailer** showing Bodily Injury Liability and Property Damage
535 Liability on an Automobile Declaration of this policy because that **trailer** showing
536 Bodily Injury Liability and Property Damage Liability on the Automobile Declaration
537 of this policy is out of use as a result of its breakdown, repair, damage or loss.
538 Only the Declaration in effect on **your trailer** which is out of use will apply. This
539 coverage will be excess to any other liability insurance on such non-owned **trailer**.
540

541 In addition to all other limitations, restrictions and exclusions pertaining to trailers in
542 PART A – LIABILITY COVERAGE, there is no coverage provided:

- 543 1. For any trailer designed to carry **persons**;
- 544 2. For any trailer used in any type of **auto business**;
- 545 3. For any pulling unit, except as provided in paragraph I. above;
- 546 4. For any trailer not designed for use with a **private passenger auto**.

547
548 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL**
549 **BE ALLOWED BY THIS POLICY.**

550
551 **Limits of Liability**

552 The amount shown on the Automobile Declaration under **Limits** for Bodily Injury
553 Liability and Property Damage – Per Person refers to all damages including
554 damages for care and loss of services or consortium, arising out of and due to **bodily**
555 **injury** to one **person**. The amount shown on the Automobile Declaration under
556 **Limits** for Bodily Injury Liability - Per Accident refers to the amount, subject to the
557 per person limit shown under Per Person, for all such damages arising out of and
558 due to **bodily injury** to more than one **person** in the same accident. The amount
559 shown on the Automobile Declaration under **Limits** for Property Damage Liability –
560 Per Accident refers to all property damage in the same accident.
561 **Our** limit of liability for covered losses will not exceed the amount shown under
562 **Limits** for Bodily Injury Liability and Property Damage Liability on **your** Declaration.
563 Only one of **your** Declarations will apply to any vehicle and/or driver in a covered
564 accident.
565

566
567 1. **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE**
568 **WILL BE ALLOWED BY THIS POLICY.**

569 This is true regardless of the number of:

- 570 a. **Insureds**;
- 571 b. Policies issued;
- c. Claims made;

- 572 d. Vehicles shown or premiums paid on the policy;
573 e. Vehicles involved in the accident; or
574 f. **Persons**, entities or organizations that may be insured.
- 575 2. In regard to an accident covered by PART A – LIABILITY COVERAGE, **our** limit
576 of liability for all damages, including but not limited to those costs resulting from
577 clean-up, testing, monitoring, abating, mitigating, removal, remediation, treating,
578 or disposal, arising out of the actual, alleged or threatened discharge, dispersal,
579 seepage, migration, release or escape of smoke, vapors, soot, fumes, acids,
580 alkalis, toxic chemicals, liquids or gases, waste materials or other irritants,
581 contaminants or pollutants into or upon the land, the atmosphere, any water
582 course, or body of water will not exceed the limit(s) of liability mandated by the
583 applicable Financial Responsibility Law. This provision does not increase **our**
584 total limit of liability. All damages from continuous or repeated exposure to
585 substantially the same conditions will be considered as resulting from one
586 accident.
- 587 3. Regardless of the opening paragraph under **Limits of Liability** above and the
588 limits of Bodily Injury Liability and Property Damage Liability shown on the
589 Automobile Declaration, the limits of liability will not exceed the applicable limit of
590 liability mandated by the Financial Responsibility Law of the state in which the
591 accident occurred for:
- 592 a. Any **person**, entity or organization **using your auto**, a **newly acquired**
593 **auto**, **temporary substitute auto**, or **trailer** to which PART A – LIABILITY
594 COVERAGE applies, other than:
- 595 1) **You** and the **person(s)** shown as Designated Representative on this
596 policy's Automobile Declaration(s), whose driver's license is not
597 suspended or revoked on the date of the accident;
- 598 2) **Your spouse**, whose driver's license is not suspended or revoked on
599 the date of the accident;
- 600 3) **Your family member**:
- 601 a. whose driver's license is not suspended or revoked on the date of
602 the accident;
- 603 b. whose driver's license has not been expired more than one year
604 prior to the accident;
- 605 c. who is not a **person** who has never had a driver's license;
- 606 d. whose **use** of such **auto** is within the scope of consent of **you**,
607 **your spouse**, or a **person** shown as Designated Representative
608 on this policy's Automobile Declaration(s);
- 609 4) A Scheduled Operator not already identified in paragraphs 3.a., 1) - 3)
610 d. above, who is shown on this policy's Automobile Declaration(s) as of
611 the date of the accident, and;
- 612 a. whose driver's license is not suspended or revoked on the date of
613 the accident;
- 614 b. whose driver's license has not been expired more than one year
615 prior to the accident;
- 616 c. who is not a **person** that has never had a driver's license;
- 617 d. whose **use** of such **auto** is within the scope of consent of **you**,
618 **your spouse**, or a **person** shown as Designated Representative
619 on this policy's Automobile Declaration(s).
- 620 b. Any **person**, entity or organization **using a non-owned auto** to which
621 PART A – LIABILITY COVERAGE applies, other than:
- 622 1) **You** and the **person(s)** shown as Designated Representative on this
623 policy's Automobile Declaration(s), whose driver's license is not
624 suspended or revoked on the date of the accident;
- 625 2) **Your spouse**, whose driver's license is not suspended or revoked on
626 the date of the accident;
- 627 3) **Your family member**:
- 628 a. whose driver's license is not suspended or revoked on the date of

- 629 the accident;
- 630 b. whose driver's license has not been expired more than one year
- 631 prior to the accident;
- 632 c. who is not a **person** that has never had a driver's license;
- 633 d. who does not own, lease, or hire an **auto**; and
- 634 e. whose **use** of such **non-owned auto** is within the scope of consent
- 635 of **you** or **your spouse**;
- 636 4) A Scheduled Operator not already identified in paragraphs 3.b. 1) – 3)e.
- 637 above, who is shown on this policy's Automobile Declaration(s) as of
- 638 the date of the accident, and:
- 639 a. whose driver's license is not suspended or revoked on the date of
- 640 the accident;
- 641 b. whose driver's license has not been expired more than one year
- 642 prior to the accident;
- 643 c. who is not a **person** that has never had a driver's license;
- 644 d. who does not own, lease, or hire an **auto**;
- 645 e. whose **use** of such **non-owned auto** is within the scope of consent
- 646 of **you**, **your spouse**, or a **person** shown as Designated
- 647 Representative on this policy's Automobile Declaration(s).
- 648 4. Any payment made to a **person** under PART C – UNINSURED MOTOR
- 649 VEHICLE COVERAGE of this policy for the same accident shall reduce any
- 650 amount payable to that **person** under PART A – LIABILITY COVERAGE of this
- 651 policy.
- 652 5. **Persons** having a derivative claim including but not limited to a claim for loss of
- 653 care or services do not constitute a separate and distinct **bodily injury** or limit of
- 654 coverage. Only one "Per Person" limit applies for all damages and claims of all
- 655 claimants arising out of one **person's bodily injury**.
- 656 6. Subject to all other terms of this **Limits of Liability** section, the limits of liability
- 657 for **trailers** is found in the section titled **Trailer Coverage** of PART A – LIABILITY
- 658 COVERAGE.

660 **When PART A – LIABILITY COVERAGE Does Not Apply**

661 This policy shall comply with any motor vehicle compulsory insurance law or financial

662 responsibility law to the extent required and in addition to the limitations of

663 coverage stated in other sections of PART A - LIABILITY COVERAGE:

664 There is no coverage:

- 665 1. While any vehicle insured under this section is:
- 666 a. rented to others;
- 667 b. being repaired, serviced or used by any **person** employed or engaged in any
- 668 way in an **auto business**. This does not apply to:
- 669 1) **you** and the first **person** listed as Designated Representative on the
- 670 Automobile Declaration;
- 671 2) **your spouse** and the **spouse** of the first **person** listed as Designated
- 672 Representative on the Automobile Declaration;
- 673 3) any **family member** of **you** and any **family member** of the first **person**
- 674 listed as Designated Representative on the Automobile Declaration;
- 675 4) any resident of **your** household and any resident of the household of the
- 676 first **person** listed as Designated Representative on the Automobile
- 677 Declaration.
- 678 This coverage is excess for those **persons** identified in sub-paragraph 4) of
- 679 1.b. above.
- 680 2. For any **bodily injury** including, but not limited to, all consequential, pecuniary,
- 681 and/or statutory damages arising in any way out of, or derivative of, any **bodily**
- 682 **injury**:
- 683 a. to a fellow employee while on the job and arising from the **use** of a vehicle by
- 684 another employee in the employer's **business**. **You** and **your spouse**, and
- 685 the first **person** listed as Designated Representative on the Automobile

686 Declaration, and their **spouse**, are covered for such injury to a fellow
687 employee.

688 b. to any **business** employee of:

689 i. any **insured**;

690 ii. a spouse or **family member** of:

691 1. any Designated Representative or any Scheduled Operator shown on
692 this policy's Declaration(s);

693 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A.,
694 or 5.A. of the section **Who is an Insured**, paragraph I., of PART A –
695 LIABILITY COVERAGE;

696 arising out of and/or in the course of his or her employment by any such
697 **person** identified in 2.b. i) or 2.b. ii) above.

698 This exclusion 2. b. does not apply to **bodily injury** not otherwise excluded:

699 i. to a household employee or domestic employee who is not covered by, or
700 who is not entitled or required to be covered under, any workers
701 compensation insurance or benefits.

702 c. to the spouse, child, parent, brother or sister of any employee as a
703 consequence of a. or b. above.

704 Exclusions a. through c. above apply whether the **insured** may be liable as an
705 employer or in any other capacity, and to any obligation to share damages with, or
706 to repay, someone else who must pay damages because of injury.

707 d. to any **insured** or any **insured's family member** to the extent the limits of
708 liability of this policy exceed the limits of liability required by law. If any other
709 liable party has met the limits required by the Financial Responsibility Laws in
710 the state where the accident occurs, this PART A – LIABILITY COVERAGE
711 does not apply.

712 e. which arises out of the transmission of a communicable disease by any:

713 i. **insured**;

714 ii. **spouse** or **family member** of:

715 1. any Designated Representative or any Scheduled Operator shown on
716 this policy's Declaration(s);

717 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A.,
718 or 5.A. of the section **Who is an Insured**, paragraph I., of PART A –
719 LIABILITY COVERAGE.

720 3. For:

721 a. any **bodily injury** or property damage for which the United States of America,
722 or State Government, or State Institution, or State Entity, or any of their
723 departments or agencies might be liable for the **insured's use** of any vehicle.

724 b. property damage to property owned by, rented to, in the care, custody, control
725 or charge of, or transported by:

726 i. an **insured**;

727 ii. a **spouse** or **family member** of:

728 1. any Designated Representative or any Scheduled Operator shown on
729 this policy's Declaration(s);

730 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A.,
731 or 5.A. of the section **Who is an Insured**, paragraph I., of PART A –
732 LIABILITY COVERAGE;

733 But coverage applies to:

734 1) a residence or private garage rented to **you** and damaged by a vehicle **we**
735 insure on this policy; or

736 2) an **auto**:

737 a. operated by any **insured**; and

738 b. owned by a **person** or organization engaged in the **business** of
739 selling, repairing or servicing motor vehicles; and

740 c. loaned to any **insured** for demonstration purposes or as a replacement
741 for **your auto** while it is out of use due to breakdown, repair or
742 servicing.

- 743 3) an **auto**:
- 744 a. in **your** possession, and
- 745 b. owned by **your** employer, and
- 746 c. damaged by **your** or **your family member's** negligence, or the first
- 747 listed Designated Representative's or their **family member's**
- 748 negligence, arising out of the **use of your auto**, a **newly acquired**
- 749 **auto**, a **non-owned auto**, a **temporary substitute auto** not owned,
- 750 leased, or provided by **your** employer, or a **trailer** covered by PART A
- 751 – LIABILITY COVERAGE of this policy.
- 752 **We will not pay more than fifteen thousand dollars (\$15,000) for such**
- 753 **damages addressed in 3. b. 3) above.**
- 754 4. For any obligation of:
- 755 a. **You**;
- 756 b. Any **insured**;
- 757 c. Any **spouse** or **family member** of:
- 758 i. Any Designated Representative or Scheduled Operator shown on this
- 759 policy's Declaration(s); or
- 760 ii. Any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A. or
- 761 5.A., of the section **Who is an Insured**, paragraph I., of PART A –
- 762 LIABILITY COVERAGE;
- 763 d. Any insurer of those identified in 4.a. through c. above;
- 764 under any type of **compensation law** or similar law.
- 765 This exclusion applies whether those identified in 4.a. through d. above may be
- 766 liable as an employer or in any other capacity, and to any obligation to share
- 767 damages with, or to fully or partially reimburse a third party for such damages
- 768 including, but not limited to, damages paid under unemployment
- 769 compensation laws, non-occupational disability, occupational disease
- 770 benefits, the Federal Employers' Liability Act, or the Jones Act.
- 771 5. For liability assumed by:
- 772 a. **You**;
- 773 b. Any **insured**;
- 774 c. Any **spouse** or **family member** of:
- 775 i. Any Designated Representative or Scheduled Operator shown on this
- 776 policy's Declaration(s); or
- 777 ii. Any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A. or
- 778 5.A., of the section **Who is an Insured**, paragraph I., of PART A –
- 779 LIABILITY COVERAGE;
- 780 under, or arising out of a breach of, any oral or written contract or agreement.
- 781 6. For:
- 782 a. any **insured** who is an insured under a nuclear energy liability policy or who
- 783 would be an insured under a nuclear energy liability policy but for its
- 784 termination upon exhaustion of its limit of liability;
- 785 b. any **bodily injury** or property damage resulting from the explosion of any
- 786 weapon employing atomic fission or fusion;
- 787 c. any **bodily injury** or property damage resulting from nuclear reaction or
- 788 radiation, or radioactive contamination, however caused;
- 789 d. any **bodily injury** or property damage resulting from the hazardous properties
- 790 of nuclear materials.
- 791 7. For liability of any **insured** for punitive or exemplary damages.
- 792 8. For **bodily injury** or property damage if an **insured's** conduct contributed to such
- 793 **bodily injury** or property damage by seeking to elude lawful apprehension or
- 794 arrest by a police officer, or while committing a felonious act.
- 795 9. For **bodily injury** or property damage arising from the **use** of any vehicle
- 796 designed for racing or any other vehicle while competing in, practicing for, or
- 797 preparing for, any racing or speed contest or other competitive event.
- 798 Competitive event does not include participation in a parade or car show.
- 799 10. For **bodily injury** or property damage expected or intended by an **insured** even if

- 800 the resulting **bodily injury** or property damage is of a different kind, quality or
 801 degree than initially expected or intended, or is sustained by a different **person**,
 802 entity, real or personal property, than initially expected or intended.
- 803 11. For **bodily injury** or property damage resulting from any actual, alleged,
 804 threatened or adjudicated sexual abuse, harassment, molestation, or relations.
- 805 12. For any actual, alleged, threatened or adjudicated **bodily injury** or property
 806 damage resulting from physical, mental or emotional injury or damage including,
 807 but not limited to, that derived from abuse, harassment, belittlement,
 808 disparagement, revilement, castigation, chastisement, criticism, perversion,
 809 maltreatment, desecration, vexation, torment, torture, devilment or bullying,
 810 whether through physical, verbal, imaged, texted, electronically transmitted,
 811 telephonic, or any other means.
- 812 13. While any vehicle is operated by or is under the control of any **person** shown as a
 813 Restricted Driver on the Automobile Declaration.
- 814 14. For any vehicle or driver of such vehicle, otherwise covered by this policy, while
 815 such vehicle is being used at the time of an accident as a public livery or
 816 conveyance to transport or carry **persons** or property for any compensation or
 817 suggested donation. This includes, but is not limited to:
- 818 a. while a driver is logged onto a **transportation network company's**
 819 digital network; or
- 820 b. while a driver provides a prearranged ride.
- 821

822 **If There Is Other Liability Coverage**

823 1. Policies Issued by Us:

824 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, if
 825 two or more vehicle liability policies issued by us to:

- 826 a. **you**,
- 827 b. **your spouse**,
- 828 c. **your family members**,
- 829 d. the **person(s)** shown as Designated Representative on this policy's
 830 Automobile Declaration(s), their **spouse** or **family members**, or
 831 e. any entity owned or controlled by **you**, **your spouse**, the **person(s)** shown
 832 as Designated Representative on this policy's Automobile Declaration(s) or
 833 their **spouse(s)**,

834 apply to the same driver and/or vehicle in a covered accident, the total limits of
 835 liability under all such policies shall not exceed that of the policy with the highest
 836 limit for Bodily Injury Liability and Property Damage Liability showing on a
 837 Declaration of that policy which applies to such driver and/or vehicle. Only one
 838 Declaration with the highest limit of liability will apply.

839 2. Liability Coverage Available From Other Sources:

840 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below,
 841 and subject to all other terms of this section and of PART A – LIABILITY
 842 COVERAGE, if there is coverage available:

- 843 a. under one or more policies of insurance issued by any other insurance carrier
 844 or by **us** to a **person(s)** or entity(s) other than those identified in paragraph 1
 845 above; and/or
- 846 b. from a party that is self-insured under any motor vehicle financial
 847 responsibility law, a motor carrier law or any similar law;
 848 for the same accident, this coverage will apply only as excess over such other
 849 coverage.

850 3. **Newly Acquired Auto:**

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

853 4. **Trailers:**

854 In regard to **trailers**, see the section titled **Trailer Coverage** of PART A –
 855 LIABILITY COVERAGE for terms pertaining to when there is other liability
 856 insurance.

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

Motor Vehicle Compulsory Insurance Law or Financial Responsibility Law

1. Out-of-State Coverage:

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

- a. the policy will be interpreted to give the coverage required by the law; and
- b. the coverage so given replaces any coverage in this policy to the extent required by the law for the **insured's use** of an **auto** insured under this policy.

Any coverage so extended shall be reduced to the extent other coverages apply, including PART B – MEDICAL PAYMENTS COVERAGE, to the accident. In no event shall a **person** collect more than once.

2. Financial Responsibility Law:

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

PART B - MEDICAL PAYMENTS COVERAGE

Subject to all terms of this contract, **you** have this coverage if Medical Payments appears on the Automobile Declaration, and the appropriate premium for the Limit shown has been paid.

MEDICAL EXPENSES

We will pay reasonable medical expenses billed or the amounts which the healthcare provider has accepted from any governmental program including but not limited to Medicare, Medicaid, or similar program or private health insurer or health plan in payment of the bills, liens, judgments or claims for such medical expenses, whichever is less, for **bodily injury** caused by accident, for services furnished within three years of the date of the accident. These expenses are for necessary medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and funeral services, eyeglasses, hearing aids and prosthetic devices. The **bodily injury** must be discovered and treatment commenced within one year of the date of the accident. Reasonable medical expenses do not include expenses:

1. for treatment, services, products or procedures that are:

- a. experimental in nature, for research or not primarily designed to serve a medical purpose; or
- b. not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the **bodily injury**; or

2. incurred for:

- a. the use of thermography or other related procedures of a similar nature; or
- b. the use of acupuncture or other related procedures of a similar nature; or
- c. the purchase or rental of equipment not primarily designed to serve a medical purpose; or
- d. massage therapy.

We have the right to engage reviewers, consultants and data providers in formulating **our** judgment as to whether the charges are reasonable and necessary charges for the **bodily injury** sustained. The determination of whether charges are reasonable and necessary charges may be made after the **insured** has received the goods and

914 services for which the charges are made. The fact that a licensed healthcare provider
915 furnished, rendered or prescribed the goods and services is not solely determinative of
916 whether the charges made for them are reasonable and necessary charges.

917

918 **Persons for Whom Medical Expenses Are Payable**

919 **We** will pay medical expenses for **bodily injury** sustained by an **insured** in a covered
920 accident.

921 **Who is an Insured**

922 **Insured** for purposes of PART B – MEDICAL PAYMENTS COVERAGE means:

- 923 1. the first **person** listed as the Named Insured on the Automobile Declaration and
924 the first **person** listed as the Designated Representative on the Automobile
925 Declaration;
- 926 2. any **family member** of the **person** identified in 1. above;
- 927 3. any Scheduled Operator(s) shown on the Automobile Declaration as of the date of
928 the accident.

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

- 931 a. while they operate or **occupy** a vehicle covered under PART A - LIABILITY
932 COVERAGE of this policy; or
- 933 b. through being struck while on a bicycle or as a pedestrian by a motor vehicle
934 or **trailer**. A pedestrian means a **person** who is not **occupying** a motor
935 vehicle, **trailer** or bicycle.
- 936 4. any other **person** while **occupying**:
 - 937 a. a vehicle covered under PART A - LIABILITY COVERAGE of this policy,
938 except a **non-owned auto**. The vehicle has to be operated by a **person** who
939 is an **insured** under PART A - LIABILITY COVERAGE of this policy;
 - 940 b. a **non-owned auto**. The **bodily injury** has to result from such **non-owned**
941 **auto's** operation or **occupancy** by a **person** listed as the Named Insured on
942 the Automobile Declaration or a **person** listed as Designated Representative
943 on the Automobile Declaration, the **spouse** or **family member** of either, or a
944 Scheduled Operator shown on the Automobile Declaration as of the date of
945 the accident.

946 **Payment of Medical Expenses**

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

949

950 **Limit of Liability**

951 The amount of coverage for medical expenses, including funeral services, is shown on
952 the Automobile Declaration under **Limits** for Medical Payments. The maximum
953 amount payable per **person** under PART B – MEDICAL PAYMENTS COVERAGE for
954 funeral services is the limit for Medical Payments shown on the Declaration or \$6,000,
955 whichever is less.

956 Subject to all other terms of this coverage, only one of **your** Declarations showing
957 Medical Payments will apply in a covered accident.

- 958 1. A motor vehicle and attached **trailer** are one vehicle and:
 - 959 a. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on both the
960 **trailer** and the pulling unit in a covered accident, only the one Declaration
961 showing the highest limit of Medical Payments applies.
 - 962 b. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on the
963 towing unit only, then **we** will pay no more than the towing unit's one limit of
964 coverage in a covered accident.
 - 965 c. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on the
966 **trailer** in a covered accident, but **we** do not insure the towing unit for PART B
967 – MEDICAL PAYMENTS COVERAGE, then the limit of Medical Payments **we**
968 show for the **trailer** is excess coverage over any other coverage available to
969 the towing unit, operator, or the **trailer**.
- 970 2. The limit shown on the Automobile Declaration for Medical Payments is **our**

- 971 maximum limit for each **person** injured in any one accident. This is the most **we**
972 will pay regardless of the number of:
973 a. **insureds**;
974 b. claims made;
975 c. applicable insurance policies;
976 d. vehicles or premiums shown on the policy; or
977 e. vehicles involved in the accident.

978 Subject to all other terms of this coverage, when an injured **insured** in a covered
979 accident is **occupying** a vehicle showing Medical Payments coverage on this policy,
980 the Declaration for that vehicle, only, will apply. The injured **insured** cannot choose
981 another Declaration.
982

983 **If There Is Other Medical Payments Coverage**

984 1. Non-Duplication:

985 No **person** for whom medical expenses are payable under this coverage shall
986 recover more than once for the same medical expense under this or similar
987 vehicle insurance.

988 2. Policies Issued by **Us**:

989 If two or more policies and/or Declarations issued by **us** to **you, your spouse,**
990 **your family member(s)**, the **person(s)** shown as Designated Representative or
991 Scheduled Operator on this policy's Automobile Declaration(s) or their **spouse(s)**
992 or **family member(s)** provide PART B – MEDICAL PAYMENTS COVERAGE and
993 apply to the same **bodily injury** sustained by any **insured** in a covered accident,
994 the total limit of Medical Payments coverage under all such policies and/or
995 Declarations shall not exceed that of the one highest limit of Medical Payments
996 coverage.

997 3. Subject to items 1. and 2. above this coverage is excess:

- 998 a. if a **temporary substitute auto** or a **non-owned auto** has other vehicle
999 medical payments coverage on it; or
1000 b. if other vehicle medical payments coverage applies to **bodily injury** sustained
1001 by an **insured** on a bicycle or as a pedestrian in a covered accident.

1002 4. This coverage does not apply if there is other vehicle medical payments coverage 1003 on a **newly acquired auto**.

1004 5. **Trailers**:

1005 If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on the **trailer** in
1006 a covered accident, but **we** do not insure the towing unit for Medical Payments
1007 coverage, then the limit of Medical Payments **we** show for the **trailer** is excess
1008 coverage over any other coverage available to the towing unit, operator, or the
1009 **trailer**.
1010

1011 **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply**

1012 There is no coverage:

1013 1. While a **non-owned auto** is used:

- 1014 a. by any **person** employed or engaged in any way in an **auto business**; or
1015 b. in any **business**. This does not apply when the first **person** listed as the
1016 Named Insured on the Automobile Declaration or the first **person** listed as
1017 Designated Representative on the Automobile Declaration, their **spouse**, their
1018 **family member**, or a Scheduled Operator listed on the Automobile
1019 Declaration, is operating or **occupying a private passenger auto**.

1020 2. While **occupying** or through being struck by any motor vehicle or trailer:

- 1021 a. designed mainly for use off public roads while off public roads; or
1022 b. located for use as a residence or premises; or
1023 c. that runs on rails or crawler treads.

1024 3. For **bodily injury** caused by or as a consequence of:

- 1025 a. discharge of a nuclear weapon (even if accidental);
1026 b. war (declared or undeclared);
1027

- 1028 c. civil war;
1029 d. insurrection; or
1030 e. rebellion or revolution.
- 1031 4. For medical expenses for **bodily injury**:
- 1032 a. sustained while **occupying** or through being struck by a vehicle owned or
1033 leased by **you, your spouse, your family member(s)**, the **person(s)** shown
1034 as Designated Representative on this policy's Automobile Declaration(s), their
1035 **spouse**, or their **family member(s)**, that is not a vehicle shown on **your**
1036 Automobile Declaration as having Medical Payments coverage;
- 1037 b. to any employee arising out of and in the course of their employment if such
1038 employee has, or if their employer is required to have, a policy providing
1039 workers compensation, non-occupational disability, or occupational disease
1040 benefits covering the **bodily injury**; or
- 1041 c. sustained by any **person**, other than **you, your spouse** or **family member**, or
1042 a **person** listed as Designated Representative on the Automobile Declaration
1043 or their **spouse** or **family member**, or Scheduled Operator listed on the
1044 Automobile Declaration, while **occupying** a vehicle rented to others.
- 1045 5. For **bodily injury** sustained by anyone while **occupying** any motorized vehicle
1046 having fewer than four wheels, unless that motor vehicle is shown on this policy as
1047 having this coverage.
- 1048 6. For **bodily injury** sustained by anyone while **occupying** a vehicle without
1049 permission to do so.
- 1050 7. For **bodily injury** from, or as a consequence of, the following, whether controlled
1051 or uncontrolled or however caused:
- 1052 a. nuclear reaction;
1053 b. radiation; or
1054 c. radioactive contamination.
- 1055 8. For **bodily injury** sustained while **occupying** any vehicle designed for racing or
1056 any vehicle while competing in, practicing or preparing for, any racing or speed
1057 contest or other competitive event. Competitive event does not include
1058 participation in a parade or car show.
- 1059 9. For **bodily injury** to anyone if their conduct contributed to the **bodily injury** by
1060 seeking to elude lawful apprehension or arrest by a police officer, or while
1061 committing a felonious act.
- 1062 10. For **bodily injury** which arises out of the transmission of a communicable disease.
- 1063 11. For **bodily injury** expected or intended by an **insured** even if the resulting **bodily**
1064 **injury** is of a different kind, quality or degree than initially expected or intended, or
1065 is sustained by a different **person** than initially expected or intended.
- 1066 12. For **bodily injury** which results from the willful or malicious acts of any **insured**.
- 1067 13. For **bodily injury** to any **person** with illegal drugs present in their system, or any
1068 **person** whose blood alcohol exceeded the state's legal limit where the accident
1069 occurred, while the **person** was driving or operating the vehicle involved in the
1070 accident.
- 1071 14. For **bodily injury** or property damage resulting from any actual, alleged,
1072 threatened or adjudicated sexual abuse, harassment, molestation, or relations.
- 1073 15. For any actual, alleged, threatened or adjudicated **bodily injury** or property
1074 damage resulting from physical, mental or emotional injury or damage including,
1075 but not limited to, that derived from abuse, harassment, belittlement,
1076 disparagement, revilement, castigation, chastisement, criticism, perversion,
1077 maltreatment, desecration, vexation, torment, torture, devilment or bullying,
1078 whether through physical, verbal, imaged, texted, electronically transmitted,
1079 telephonic, or any other means.
- 1080 16. While any vehicle is operated by or is under the control of any **person** shown as a
1081 Restricted Driver on the Automobile Declaration.
- 1082 17. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle
1083 otherwise covered by this policy, while such vehicle is being used at the time of an

1084 accident as a public livery or conveyance to transport or carry **persons** or property
1085 for any compensation or suggested donation. This includes, but is not limited to:
1086 a. while a driver is logged onto a **transportation network company's** digital
1087 network; or
1088 b. while a driver provides a prearranged ride.
1089 **We** will provide coverage, not otherwise excluded, for:
1090 i. **you**, and **your family members** who do not own or lease an **auto**;
1091 ii. the first **person** listed as Designated Representative on the Declaration,
1092 and his/her **family members** who do not own or lease an **auto**; and
1093 iii. scheduled operators;
1094 while a passenger (non-operator) of a **non-owned auto** being used for such
1095 purposes at the time of the accident.

1096 **PART C – UNINSURED MOTOR VEHICLE COVERAGE**

1099 Subject to all terms of this contract, **you** have this coverage if Uninsured Motor Vehicle
1100 appears on the Automobile Declaration, and the appropriate premium for the Limits
1101 shown has been paid.

1103 **We** will pay damages for **bodily injury** an **insured** is legally entitled to collect from the
1104 owner or driver of an **uninsured motor vehicle**. The **bodily injury** must be sustained
1105 by an **insured** and caused by an accident arising out of the operation, maintenance or
1106 use of an **uninsured motor vehicle**.

1107 **Uninsured Motor Vehicle** means:

- 1108 1. a land motor vehicle, the ownership maintenance or use of which:
 - 1109 a. is not insured or bonded for **bodily injury** liability at the time of the accident; or
 - 1110 b. the insuring company denies coverage or is, or becomes, insolvent;
- 1111 2. a "phantom vehicle" which is a land motor vehicle whose owner or driver remains
1112 unknown and causes **bodily injury** to the **insured**.

1114 If there is no physical contact with the "phantom vehicle" the **insured** or someone on
1115 his/her behalf must report the accident within twenty-four (24) hours to a police, peace
1116 or judicial officer and must file with **us** within thirty (30) days thereafter a statement
1117 under oath that the **insured** or his/her legal representative has a cause of action
1118 arising out of such accident for damages against a **person** or **persons** whose identity
1119 is unascertainable, and setting forth the facts in support thereof. The facts of the
1120 accident must be proven. **We** may request supporting evidence other than the
1121 testimony of a **person** making a claim under this or any similar coverage to support
1122 the validity of such claim. Failure of the **insured** to report a "phantom vehicle"
1123 accident and to provide the information requested concerning such vehicle may result
1124 in the denial of any insurance coverage otherwise available if **we** can establish that
1125 our rights have been prejudiced by lack of such notice.

1126 An **uninsured motor vehicle** does not include a land motor vehicle:

- 1127 1. insured under the liability coverage of this policy; or
- 1128 2. owned by or furnished or available for the regular **use** of **you**, **your spouse**, any
1129 of **your family members**, the **persons** shown as Designated Representative on
1130 this policy's Automobile Declaration(s) or their **spouses** or **family members**; or
- 1131 3. owned or operated by a **person** or organization qualifying as a self-insurer under
1132 any applicable motor vehicle financial responsibility law, motor carrier law or any
1133 similar law; or
- 1134 4. owned by any government or any of its political subdivisions or agencies; or
- 1135 5. designed for use mainly off public roads except while on public roads; or
- 1136 6. while located for **use** as a premises; or
- 1137 7. operated on rails or crawler treads.

1138 **Who is an Insured**

1139 Subject to all other terms of this coverage and of this policy:
1140

1141 **Insured** – means the **person** or **persons** covered by PART C – UNINSURED
1142 MOTOR VEHICLE COVERAGE.

1143 This is:

- 1144 1. the first **person** listed as the Named Insured on the Automobile Declaration and/or
1145 the first **person** listed as Designated Representative on the Automobile
1146 Declaration;
1147 2. the **spouse** of the **person(s)** identified in 1. above;
1148 3. the **family members** of the **person(s)** identified in 1. above except that any **family**
1149 **member** who owns or leases an **auto** is only considered to be an **insured** while
1150 **occupying your auto**, a **temporary substitute auto**, a **newly acquired auto**, or
1151 **trailer** attached to one of these **autos**;
1152 4. any other **person** while **occupying**:
1153 a. **your auto**, a **temporary substitute auto**, a **newly acquired auto**, or **trailer**
1154 attached to one of these **autos**. Such **auto** or **trailer** has to be used within the
1155 scope of consent of **you**, **your spouse**, a **person** shown as Designated
1156 Representative on the Automobile Declaration, or the **spouse** of the first
1157 **person** listed as Designated Representative on the Declaration; or
1158 b. an **auto** not owned or leased by:
1159 1) **you**;
1160 2) a **person** shown as Designated Representative or a Scheduled Operator
1161 on the Automobile Declaration; or
1162 3) the **spouse** or **family member** of anyone identified in 1). or 2). above;
1163 or a **trailer** attached to such an **auto**. Such **auto** must be driven by **you**, **your**
1164 **spouse**, a **person** listed as Designated Representative or Scheduled
1165 Operator on the Automobile Declaration, or the **spouse** of the first Designated
1166 Representative listed on the Declaration, and within the scope of the owner's
1167 consent.
1168 5. any **person** entitled to recover damages because of **bodily injury** to an **insured**
1169 under 1. through 4. above.

1170 **We** do not provide PART C – UNINSURED MOTOR VEHICLE COVERAGE for
1171 **bodily injury** sustained by any **insured** using a vehicle without permission to do so.
1172

1173 **Consent to Be Bound**

1174 **We** are not bound by any judgment against any **person** or organization obtained
1175 without **our** written consent.
1176

1177 **Payment of Loss**

1178 **We** may pay:

- 1180 1. the **insured**; or
1181 2. a parent or guardian if the **insured** is a minor or an incompetent **person**; or
1182 3. the surviving **spouse**; or
1183 4. at **our** option, a **person** authorized by law to receive such payment; or
1184 5. an organization rendering the service.

1185 Payment under PART C – UNINSURED MOTOR VEHICLE COVERAGE will not
1186 constitute an admission of liability of any **person**, or of **us** except under PART C –
1187 UNINSURED MOTOR VEHICLE COVERAGE.
1188

1189 **Limits of Liability**

- 1190 1. The amount of coverage is shown on the Automobile Declaration under **Limits**, for
1191 Uninsured Motor Vehicle – Per Person / Per Accident. Under Per Person is the
1192 amount of coverage for all damage, including damages for care and loss of
1193 services, consortium or death, arising out of and due to **bodily injury** to one
1194 **person**. Under Per Accident is the total amount of coverage, subject to the
1195 amount shown under Per Person, for all such damages arising out of and due to
1196 **bodily injury** to two or more **persons** in the same accident. **Persons** having a
1197 derivative claim including but not limited to a claim for loss of care or services do

- 1198 not constitute a separate and distinct **bodily injury** or limit of coverage. Only one
1199 "Per Person" limit applies for all damages and claims of all claimants arising out of
1200 one **person's bodily injury**.
- 1201 2. The limits shown on the Declaration for Uninsured Motor Vehicle will be reduced
1202 by any payment, whether yet made, to, or for, the **insured**:
- 1203 a. by or for any **person** or organization who is or may be held legally liable for
1204 the **bodily injury** to the **insured**; or
1205 b. for **bodily injury** under the liability coverage of any other policy.
- 1206 3. The limits shown on the Declaration for Uninsured Motor Vehicle will be reduced
1207 by any payment, whether yet made, to, or for, the **insured** under PART A –
1208 LIABILITY COVERAGE of this policy.
- 1209 4. The limits shown on the Declaration for Uninsured Motor Vehicle are not increased
1210 because:
- 1211 a. more than one vehicle is insured under this policy; or
1212 b. more than one **person** is insured at the time of the accident.
- 1213 5. Regardless of the limits for Uninsured Motor Vehicle shown on the Automobile
1214 Declaration, the limits for PART C – UNINSURED MOTOR VEHICLE COVERAGE
1215 will not exceed the applicable limit of Uninsured Motor Vehicle coverage mandated
1216 by the Financial Responsibility Law of the state in which the accident occurred for:
- 1217 a. any **person** other than **you, your spouse, your family member** or Scheduled
1218 Operator shown on the Automobile Declaration as of the date of the accident,
1219 who with **your** consent is **occupying your auto, a newly acquired auto,**
1220 **temporary substitute auto, non-owned auto, or trailer** that is either
1221 attached to one of these **autos** or shown as a vehicle insured for Uninsured
1222 Motor Vehicle on the Automobile Declaration; and
1223 b. any **person** operating a vehicle to which this PART C – UNINSURED MOTOR
1224 VEHICLE COVERAGE applies, if the operator's driver's license is suspended
1225 or revoked at the time of the accident.

1226 Other Insurance

- 1228 1. If an **insured** sustains **bodily injury** while on a bicycle or as a pedestrian or while
1229 **occupying** a vehicle that is not owned or leased by that **insured** and that is not
1230 **your auto**, any coverage under this policy that applies will be excess over any
1231 other uninsured motor vehicle coverage.
- 1232 2. Subject to 1. above, if there is other similar uninsured motor vehicle insurance not
1233 provided by **us**, available to the injured **insured, we** are liable only for **our** share.
1234 **Our** share is that percent of the damages that the limit of this coverage bears to
1235 the total of all uninsured motor vehicle coverage applicable to the accident.
- 1236 3. **Trailers:**
- 1237 This PART C – UNINSURED MOTOR VEHICLE COVERAGE does not apply
1238 when:
- 1239 a. a **trailer** not shown as a vehicle insured on this policy; or
1240 b. a **trailer** shown as a vehicle insured on this policy but the Declaration for that
1241 **trailer** does not show Uninsured Motor Vehicle on the Declaration for such
1242 **trailer**;
- 1243 is connected to an **auto**, other than **your auto**, that has uninsured motor vehicle
1244 coverage applicable to the accident.

1246 When PART C – UNINSURED MOTOR VEHICLE COVERAGE Does Not Apply

1247 There is no coverage under PART C – UNINSURED MOTOR VEHICLE COVERAGE:

- 1248 1. for any **insured** who, without **our** written consent, settles with any **person** or
1249 organization who may be liable for the **bodily injury** and thereby impairs **our** right
1250 to recover **our** payments.
- 1251 2. for damages sustained by any **insured** if benefits are:
- 1252 a. payable to, or on behalf of, such **insured** under any **compensation law** as a
1253 result of the same accident; or
1254 b. required by any **compensation law** to be provided to, or on behalf of, such

- 1255 **insured** as a result of the same accident.
- 1256 This exclusion 2. does not apply to the amounts of coverage mandated by any
- 1257 uninsured motorist insurance law or financial responsibility law applicable to the
- 1258 accident, but does apply to coverages which are not mandated by such laws.
- 1259 3. for punitive or exemplary damages.
- 1260 4. for **bodily injury** to an **insured** if such **insured's** conduct contributed to the
- 1261 **bodily injury** by seeking to elude lawful apprehension or arrest by a police officer,
- 1262 or while committing a felonious act.
- 1263 5. for **bodily injury** which arises out of the transmission of a communicable disease.
- 1264 6. for **bodily injury** sustained while **occupying** any vehicle designed for racing or
- 1265 any vehicle while competing in, or practicing or preparing for, any racing or speed
- 1266 contest or other competitive event. Competitive event does not mean participating
- 1267 in a parade or car show.
- 1268 7. for **bodily injury** resulting from any actual, alleged, threatened or adjudicated
- 1269 sexual abuse, harassment, molestation, or relations.
- 1270 8. for any actual, alleged, threatened or adjudicated **bodily injury** resulting from
- 1271 physical, mental or emotional injury or damage including, but not limited to, that
- 1272 derived from abuse, harassment, belittlement, disparagement, revilement,
- 1273 castigation, chastisement, criticism, perversion, maltreatment, desecration,
- 1274 vexation, torment, torture, devilment or bullying, whether through physical, verbal,
- 1275 imaged, texted, electronically transmitted, telephonic, or any other means.
- 1276 9. for **bodily injury** sustained by any **insured** operating or **occupying** a vehicle
- 1277 otherwise covered by this policy, while such vehicle is being used at the time of an
- 1278 accident as a public livery or conveyance to transport or carry **persons** or property
- 1279 for any compensation or suggested donation. This includes, but is not limited to:
- 1280 a. while a driver is logged onto a **transportation network company's** digital
- 1281 network; or
- 1282 b. while a driver provides a prearranged ride.
- 1283 **We** will provide coverage, not otherwise excluded, for:
- 1284 i. **you**, and **your family members** who do not own or lease an **auto**;
- 1285 ii. the first **person** listed as Designated Representative on the Declaration,
- 1286 and his/her **family members** who do not own or lease an **auto**; and
- 1287 iii. scheduled operators shown on the Declaration;
- 1288 while a passenger (non-operator) of a **non-owned auto** being used for such
- 1289 purposes at the time of the accident.
- 1290 10. for **bodily injury** sustained by any **insured** using a vehicle without permission to
- 1291 do so.
- 1292 11. while any vehicle is operated by or is under the control of any **person** shown as a
- 1293 Restricted Driver on the Automobile Declaration.

EFFECT OF UNINSURED MOTORIST INSURANCE LAWS OR FINANCIAL RESPONSIBILITY LAWS

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

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

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Subject to all terms of this contract, **you** have:

1. OTHER THAN COLLISION coverage if Other Than Collision appears on the

1312 Automobile Declaration, and the appropriate premium shown has been paid;
1313 2. COLLISION coverage if Collision appears on the Automobile Declaration and the
1314 appropriate premium shown has been paid.

1315

1316 ADDITIONAL DEFINED WORDS

1317 **Actual Cash Value (ACV)** – means the depreciated worth of the **auto** or part
1318 immediately prior to the accident. **Actual cash value** is determined by **us**, based
1319 upon **our** knowledge of the prices charged by **auto** or parts merchants in the
1320 geographic area where either the first **person** listed as Named Insured or the first
1321 **person** listed as Designated Representative on the Automobile Declaration resides.

1322 To aid **us** in determining **actual cash value**, **we** may utilize any one or more of the
1323 databases, appraisal tools and other methods commonly used in the insurance
1324 industry to evaluate similar vehicles or parts. **Actual cash value** is determined by
1325 the age and condition at the time the **loss** occurred. Any deductible amount that
1326 applies is then subtracted.

1327 **Collision** – means the upset or overturn of an **auto** to which COLLISION coverage on
1328 this policy applies, or the impact of such **auto** with another vehicle or object.

1329 **Cost to Repair or Replace** – means the amount of money required to pay for the
1330 **repair** or replacement of the vehicle or part. **Cost to repair or replace** is determined
1331 by **us**, based upon **our** knowledge of the prices charged by repair or replacement
1332 facilities in the geographic area where the **repair** is to be done. To aid **us** in
1333 determining **cost to repair or replace**, **we** may utilize any one or more of the
1334 databases, appraisal tools and other methods commonly used in the insurance
1335 industry to determine the prices charged by repair facilities in the geographic area
1336 where the **repair** or replacement is to be done.

1337 The **cost to repair or replace** is based upon:

- 1338 1. the cost of **repair** as determined by **us**, or
1339 2. the lower of:
1340 a. a competitive bid approved by **us**, or
1341 b. an estimate written based upon the prevailing competitive price. The prevailing
1342 competitive price means labor rates, parts prices and material prices charged
1343 in the area where the vehicle is to be repaired as determined by **us**. If **you**
1344 ask, **we** will identify some facilities that will perform the repairs at the prevailing
1345 competitive price.

1346 **Loss** – means each direct, sudden and accidental loss of or damage to an **auto** to
1347 which this PART D – COVERAGE FOR DAMAGE TO YOUR AUTO applies, and to
1348 the equipment permanently attached to, and common to the use and operation of,
1349 such **auto** as a vehicle. However, **loss**, including the **cost to repair or replace**,
1350 does not include any loss of use, or any reduction in the value of any vehicle or
1351 detachable living quarters after it has been repaired, as compared to its value before
1352 it was damaged.

1353 **Repair** – means the restoration of form and function by restoring existing parts or by
1354 using **replacement parts** if they are needed. **We** do not warrant or guarantee the
1355 workmanship of any repairs. **Repair** does not mean the restoration of pre-damage
1356 value nor does it include compensation for the diminution of such value caused by
1357 the accident. It also includes:

- 1358 1. the reasonable cost of towing an **auto** to which PART D – COVERAGE FOR
1359 DAMAGE TO YOUR AUTO applies, to the nearest place where the necessary
1360 repairs can be made and storing it until **we** either deny, or offer to settle, a claim
1361 under OTHER THAN COLLISION (OTC) or COLLISION coverage; and
1362 2. the reasonable cost which **you** incur immediately after a **loss** to protect the **auto**
1363 and its equipment from further **losses**.

1364 **Replacement Parts** – means new or previously utilized parts, made by any
1365 manufacturer, whether or not the manufacturer made the original part or **auto**.

1366

1367 Subject to all other provisions in this PART D – COVERAGE FOR DAMAGE TO
1368 YOUR AUTO and in this policy, any applicable coverage for OTHER THAN

1369 COLLISION or COLLISION **loss(es)** available under PART D – COVERAGE FOR
1370 DAMAGE TO YOUR AUTO of this policy for **your auto**, also applies to a **newly**
1371 **acquired auto**, or a **temporary substitute auto**, except this insurance does not apply
1372 if there is other similar coverage on a **newly acquired auto**.
1373

1374 For coverage for an OTC or COLLISION **loss** to be applicable to a **non-owned auto**,
1375 the **non-owned auto** must be driven by, or in the custody of, **you, your spouse, your**
1376 **family member**, the first **person** listed as Designated Representative on the
1377 Automobile Declaration or their **spouse** or **family member**.
1378

1379 If:

- 1380 1. **your** policy with **us** has multiple vehicles with PART D – COVERAGE FOR
1381 DAMAGE TO YOUR AUTO; and/or
1382 2. **you** have multiple policies with **us** having PART D – COVERAGE FOR DAMAGE
1383 TO YOUR AUTO; and
1384 a. an **auto** shown on an Automobile Declaration of one of **your** policies with **us** is
1385 involved in a covered accident only the coverage from the Declaration of the
1386 vehicle involved in the accident will apply;
1387 b. a **temporary substitute auto** is involved in a covered accident only the
1388 coverage from the Declaration of **your** vehicle the **temporary substitute auto** is
1389 temporarily replacing, will apply;
1390 c. a **newly acquired auto** which replaces one of **your autos** is involved in a
1391 covered accident only the coverage from the Declaration of the vehicle the **newly**
1392 **acquired auto** replaces will apply;
1393 d. a **newly acquired auto** which is an added **auto** is involved in a covered accident
1394 only the coverage from one Declaration of **your** choosing, which is in force at the
1395 time of the purchase of the **newly acquired auto** and in force at the time of the
1396 accident, will apply.

1397 Regarding c. and d. above, there is no PART D – COVERAGE FOR DAMAGE TO
1398 YOUR AUTO on this policy for a **newly acquired auto** if there is any similar
1399 physical damage coverage available from any other source.

1400 Only one of **your** Declarations will apply to a vehicle in a covered accident.
1401

1402 **We** have the right to require completion of repairs before payment is made.
1403 If **we** can pay the **loss** under either OTHER THAN COLLISION (OTC) or COLLISION,
1404 **we** will pay under the coverage where **you** collect the most.
1405

1406 **We** may move the damaged property at **our** expense. If **you** do not give **us your**
1407 consent, **we** will pay only the storage costs which would have resulted if **we** had
1408 moved the damaged property.
1409

1410 **Who is an Insured**

1411 **Insured** means **you**, and if **you** are:

- 1412 1. An individual, **insured** also means:
1413 A. **your spouse**;
1414 B. **your family members**;
1415 2. A partnership, **insured** also means:
1416 A. **your** members and partners and the **person(s)** listed as Designated
1417 Representative on the Automobile Declaration;
1418 B. the **spouses** and **family members** of those identified in 2. A.;
1419 3. A limited liability company, **insured** also means:
1420 A. **your** members and managers and the **person(s)** listed as Designated
1421 Representative on the Automobile Declaration;
1422 B. the **spouses** and **family members** of those identified in 3. A.;
1423 4. A corporation, **insured** also means:
1424 A. **your** officers, directors or shareholders and the **person(s)** listed as
1425 Designated Representative on the Automobile Declaration;

- 1426 B. the **spouses** and **family members** of those identified in 4. A.;
- 1427 5. A trust or other entity, **insured** also means:
- 1428 A. **your** executors, administrators, or directors of the Trust or other entity, and
- 1429 the **person(s)** listed as Designated Representative on the Automobile
- 1430 Declaration;
- 1431 B. the **spouses** and **family members** of those identified in 5. A.
- 1432

1433 **OTHER THAN COLLISION (OTC)**

1434 **You** have this coverage if Other Than Collision appears on the Automobile

1435 Declaration.

1436 **We** will pay sudden and accidental **loss** not otherwise excluded, to those **auto's** for

1437 which this OTC coverage applies.

1438

1439 If a deductible applies, the amount of the deductible is shown on the Automobile

1440 Declaration. The deductible, if any, will be subtracted from the amount of the **cost to**

1441 **repair or replace** for which this OTC coverage applies.

1442

1443 If **we** offer to pay for the repair of damaged windshield glass instead of the

1444 replacement of the windshield, **we** will pay the full cost of repairing the windshield

1445 glass regardless of **your** deductible.

1446

1447 Breakage of glass, or **loss** caused by missiles, falling objects, fire, theft, larceny,

1448 explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism,

1449 riot or civil commotion, is payable under this OTC coverage.

1450

1451 **Loss** caused by **collision** is not covered under OTC, except **loss** due to hitting, or

1452 being hit by, a bird, animal, or **person** is payable under this OTC coverage.

1453

1454 **We** will reimburse **you** for covered transportation costs if an **auto** to which this OTC

1455 coverage applies, is stolen. **We** will pay up to \$25 per day to a maximum of \$500 per

1456 occurrence for the period that begins 48 hours after **you** tell **us** of the theft. The period

1457 ends when the **auto** has been returned to use or **we** offer to pay for **loss**.

1458 If the daily incurred transportation costs are payable under both OTHER THAN

1459 COLLISION coverage and TRANSPORTATION AND TRAVEL EXPENSE coverage,

1460 **we** will pay under the TRANSPORTATION AND TRAVEL EXPENSE coverage as

1461 primary coverage, and the OTHER THAN COLLISION coverage as excess coverage.

1462 If payments have been made under TRANSPORTATION AND TRAVEL EXPENSE

1463 coverage and such payments have exhausted the total amount payable under

1464 TRANSPORTATION AND TRAVEL EXPENSE then the OTC coverage will apply. The

1465 most **you** can collect for each approved day of rental or transportation expenses is

1466 one per day limit amount.

1467

1468 **COLLISION**

1469 **You** have this coverage if Collision appears on the Automobile Declaration. The

1470 deductible amount for this coverage is shown on the Declaration.

1471 **We** will pay that portion of a covered **collision loss** to an **auto** for which this

1472 COLLISION coverage applies, but only for the amount of each such **loss** in excess of

1473 the deductible amount. If the **collision** is with another **auto** insured with **us**, **you** do

1474 not pay **your** deductible.

1475

1476 If **we** offer to pay for the repair of damaged windshield glass instead of the

1477 replacement of the windshield, **we** will pay the full cost of repairing the windshield

1478 glass regardless of **your** deductible.

1479

1480 **Limit of Coverage** – OTHER THAN COLLISION (OTC) and COLLISION

1481 The limit of **our** liability for **loss** to property or any part of it is the lesser of:

- 1482 1. the **actual cash value**;

- 1483 2. the **cost to repair or replace** the property with property of like kind and quality; or
1484 3. the insurable interest **you** have in the property.

1485 The most **we** will pay for:

- 1486 1. paint, wraps, decals, and other items of non-electronic equipment, custom
1487 wheels, alterations or modifications which were permanently attached to **your**
1488 **auto** after the time of its original sale; and
1489 2. any child restraint systems or other items of safety equipment required by Federal
1490 or State law to be present in the vehicle; and
1491 3. camper shells or bedliners not attached to **your auto**;
1492 is \$1,000 for any one accident regardless of the number of such items damaged or
1493 stolen.

1494
1495 The most **we** will pay under OTC or COLLISION for a **loss** to electronic equipment not
1496 originating from the vehicle manufacturer is \$500.

1497
1498 The most **we** will pay under OTC or COLLISION for a **loss** to a non-owned **trailer** as
1499 described under **Trailer Coverage** is \$2,500.

1500 **Settlement of Loss – OTHER THAN COLLISION (OTC) or COLLISION**

1501 **We** have the right to settle a **loss** with **you** or the owner of the property in one of the
1502 following ways; at **our** option:

- 1503
1504 1. pay to **repair** or replace the property or part with like kind and quality. If the **repair**
1505 or replacement results in better than like kind and quality, **you** must pay for the
1506 amount of the betterment;
1507 2. return the stolen property and pay for any damage due to the theft;
1508 3. pay the **actual cash value (ACV)** of the property at the time of the **loss** in
1509 exchange for the damaged property, but it cannot be abandoned to **us**. **You** also
1510 agree to execute and deliver to **us** at the time of payment whatever legal
1511 documents **we** may request to give **us** full ownership of the item;
1512 4. pay the **ACV** of the property at the time of the **loss** less the salvage value.

1513
1514 If the owner and **we** cannot agree on the **actual cash value (ACV)**, either party may
1515 demand an appraisal as described below.

1516
1517 Appraisal shall be conducted according to the following procedure.

1518 Each party shall select an appraiser. These two shall select a third appraiser. The
1519 written decision of any two appraisers in agreement shall be binding. If the owner
1520 keeps the damaged property, **we** will deduct its value after the **loss** from **our**
1521 payment.

1522 The cost of the appraiser shall be paid by the party who hired him or her. The cost of
1523 the third appraiser and other appraisal expenses shall be shared equally by both
1524 parties. **We** do not waive any of **our** rights by agreeing to an appraisal.

1525 **Trailer Coverage**

1526 1. Owned **Trailer**

1527 **Your trailer** is covered:

- 1528 a. only when it is described on the Automobile Declaration; and
1529 b. for the coverages shown as applying to it on the Automobile Declaration.

1530 **We** will not pay for **loss** to a **trailer you** own which is not shown on the
1531 Automobile Declaration, with the exception of a **trailer** to which **you**:

- 1532 1) take ownership during the policy period; and
1533 2) ask **us** to insure within thirty (30) days after **you** become the owner.

1534 **You** must pay **us** any additional premium amount due from the date of purchase
1535 and the newly acquired **trailer** will have the same coverage(s) as the **trailer** on
1536 **your** policy with the highest PART D – COVERAGE FOR DAMAGE TO YOUR
1537 AUTO coverage applicable to the accident.

1538 2. Non-owned **Trailer**

1539

1540 Any physical damage coverage in force on **your auto** applies to a non-owned
1541 **trailer** used by the first **person** listed as Named Insured on the Automobile
1542 Declaration, his/her **spouse** or **family member**, or the first **person** listed as
1543 Designated Representative on the Automobile Declaration, his/her **spouse** or
1544 **family member**. Only one Declaration can apply.
1545 The most **we** will pay under the OTHER THAN COLLISION (OTC) or COLLISION
1546 coverage for a **loss** to such non-owned **trailer** is \$2,500.

- 1547
1548 A non-owned **trailer** is one that:
1549 1. is not owned by or registered in the name of:
1550 a. **you, your spouse, your family member**, or any **person** listed as
1551 Designated Representative or Scheduled Operator on this policy's
1552 Automobile Declaration(s), their **spouse** or their **family member**;
1553 b. any **person**, other than those identified in a. above, residing in the same
1554 household as **you** or any **person** listed as Designated Representative or
1555 Scheduled Operator on this policy's Automobile Declaration(s); or
1556 c. an employer of **you, your spouse, your family member**, any **person**
1557 listed as Designated Representative or Scheduled Operator on this policy's
1558 Automobile Declaration(s), their **spouse** or their **family member**.

1559 **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply**

1560 There is no coverage for:

- 1561 1. A **non-owned auto**:
1562 a. while being repaired, serviced, operated, maintained, occupied or used by any
1563 **person** while that **person** is working in any **auto business**; or
1564 b. while used in any other **business** or occupation other than farming. This does
1565 not apply to a **private passenger auto** driven or occupied by the first **person**
1566 listed as the Named Insured on the Automobile Declaration, his/her **spouse** or
1567 **family member**, or the first **person** listed as Designated Representative on
1568 the Automobile Declaration, his/her **spouse** or **family member**; or
1569 c. when operated, maintained, occupied or used by an **insured** outside the
1570 scope of consent of the owner of the vehicle; or
1571 d. being operated, maintained, occupied or used by any **person** while employed
1572 or otherwise engaged in the **business** of selling, repairing, servicing, storing,
1573 or parking vehicles designed for **use** on public highways. This includes road
1574 testing and delivery.
1575 2. A **non-owned auto** or **temporary substitute auto** that is not a **private**
1576 **passenger auto**.
1577 3. Any:
1578 a. vehicle while rented to others;
1579 b. lien or lease interest not shown on this contract;
1580 c. vehicle owned by a **person** or organization engaged in the **business** of
1581 selling, leasing, renting, repairing, servicing, maintaining, installing or replacing
1582 equipment in or on, cleaning, storing, parking, or transporting motor vehicles.
1583 An exception is a **private passenger auto** which has been rented by **you** or
1584 the first **person** shown as Designated Representative on the Automobile
1585 Declaration, rental considerations have been paid by **you** or the first **person**
1586 shown as Designated Representative, and RSMo 379.201 does not provide
1587 coverage for such rented vehicle under PART A – LIABILITY COVERAGE of
1588 this policy;
1589 d. vehicle loaned to any **insured**, Scheduled Operator, or **family member** of any
1590 Scheduled Operator, for demonstration purposes or as a replacement for **your**
1591 **auto** while it is out of **use** due to breakdown, repair or servicing; or
1592 e. vehicle otherwise covered by this policy, while it is being used at the time of an
1593 accident as a public livery or conveyance to transport or carry **persons** or
1594 property for any compensation or suggested donation. This includes, but is not
1595 limited to:
1596

- 1597 1) while a driver is logged onto a **transportation network company's** digital
 1598 network; or
 1599 2) while a driver provides a prearranged ride.
- 1600 4. **Loss** to any vehicle due to:
- 1601 a. taking by any governmental authority;
 1602 b. war of any kind;
 1603 c. conversion, embezzlement or secretion by any **person** who has the vehicle
 1604 due to any lien, rental, lease or sales agreement.
- 1605 5. Damage due and confined to:
- 1606 a. wear and tear;
 1607 b. freezing;
 1608 c. rust;
 1609 d. deterioration;
 1610 e. latent or inherent defect;
 1611 f. mechanical or electrical breakdown or failure;
 1612 g. overheating or lack of lubrication; or
 1613 h. accidental inflation of an airbag which is not the result of a covered **loss**.
- 1614 6. Tires unless:
- 1615 a. stolen, or damaged by fire, vandalism or malicious mischief; or
 1616 b. other **loss** covered by PART D – COVERAGE FOR DAMAGE TO YOUR
 1617 AUTO happens at the same time.
- 1618 7. **Loss** to:
- 1619 a. any electronic equipment that receives, sends, displays, transmits or stores
 1620 signals, sound, data, images or other media and powered by electricity, battery
 1621 or solar sources;
 1622 b. any other electronic equipment that records, generates, receives, stores or
 1623 transmits audio, visual or data signals;
 1624
 1625 c. tapes, records, discs, flash drives, game cartridges, cards, chips or other
 1626 media used with equipment described in a. or b.; or
 1627 d. any other accessories used with equipment described in a. or b. above.
- 1628 This exclusion 7. does not apply at the time of **loss** to:
- 1629 a. equipment:
- 1630 1) permanently installed in **your auto** or a **newly acquired auto** by the
 1631 manufacturer of the **auto**; or
 1632 2) removable from a housing unit which is permanently installed in the **auto**
 1633 by the manufacturer of the **auto**; or
 1634 3) designed to be solely operated by use of the power from the electrical
 1635 system of **your auto** or a **newly acquired auto**;
 1636 at the time of **loss**.
- 1637 b. any other electronic equipment that is:
- 1638 1) necessary for the normal operation of the **auto** or the monitoring of the
 1639 **auto's** operating system; or
 1640 2) an integral part of the same unit housing any sound reproducing
 1641 equipment described in a. and permanently installed in the opening of the
 1642 dash or console of **your auto** or any **newly acquired auto** normally used
 1643 by the manufacturer for installation of a radio;
 1644 but subject to the limitation of coverage for equipment not originating from the
 1645 vehicle manufacturer.
- 1646 The most **we** will pay under the OTC or COLLISION coverage for a **loss** to
 1647 electronic equipment not originating from the vehicle manufacturer is \$500.
- 1648 8. Any equipment designed or used for the detection or location of radar, laser, or
 1649 other speed recording devices.
- 1650 9. **Loss** due to or as a consequence of radioactive contamination, discharge of any
 1651 nuclear weapon even if accidental, war declared or undeclared, civil war,
 1652 insurrection, or rebellion or revolution.
- 1653 10. **Loss** to any vehicle designed for racing or damaged while competing in, or

- 1654 practicing or preparing for, any racing or speed contest or other competitive
 1655 event. Competitive event does not mean participating in a parade or car show.
 1656 11. Damage to any vehicle if the actions of any **insured** contributed to the damage
 1657 by seeking to elude lawful apprehension, arrest by a police officer or while
 1658 committing a felonious act.
 1659 12. Damage resulting from modifying a device's operating functions, procedures,
 1660 specifications, voltage, input, or output beyond its documented capabilities, limits,
 1661 or thresholds.
 1662 13. Damage to personal property contained in or on a vehicle at the time of accident.
 1663 14. Any vehicle you own or lease that is not shown on the Declaration as having this
 1664 coverage.
 1665 15. Any vehicle operated by or under the control of any **person** shown as a
 1666 Restricted Driver on the Automobile Declaration, except for the rights of recovery
 1667 of a loss payee shown on the Declaration.
 1668 16. Theft committed by, or with the knowledge of, any **insured**.

1670
 1671 **If There Is Other Coverage:**

1672 **Your Auto**

1673 If other coverage applies to **loss** or expenses to **your auto**, **we** will pay only **our**
 1674 share. **Our** share is the percent the limit of liability of this policy bears to the total of
 1675 all coverage that applies.

1676 **Temporary Substitute Auto, Non-owned Auto, Trailer**

1677 Subject to all other terms of this PART D – COVERAGE FOR DAMAGE TO YOUR
 1678 AUTO, if a **temporary substitute auto**, a **non-owned auto** or **trailer** covered by
 1679 this PART D – COVERAGE FOR DAMAGE TO YOUR AUTO coverage has other
 1680 coverage available for the same damages, then this coverage is excess.

1681 **Non Owned Trailers**

1682 If a non-owned **trailer**, covered under the **Trailer Coverage** section of PART D –
 1683 COVERAGE FOR DAMAGE TO YOUR AUTO, has other coverage available for the
 1684 same damages, then this limit of \$2500 coverage does not apply.

1685 **Newly Acquired Auto**

1686 This insurance does not apply if there is similar coverage on a **newly acquired**
 1687 **auto**.

1688 **No Benefits to Bailee**

1689 These coverages shall not directly or indirectly benefit any carrier or other bailee for
 1690 hire liable for **loss**.

1691
 1692
 1693
 1694 **CONDITIONS**

1695
 1696 **1. Bankruptcy**

1697 Bankruptcy or insolvency of the **insured** will not relieve **us** of any obligations under
 1698 this policy.

1699 **2. Policy Changes**

- 1700 a. Policy Terms. The terms of this policy may be changed or waived only by:
 1701 1) a written endorsement issued by **us**; or
 1702 2) the revision of this policy form to give broader coverage without an extra
 1703 charge. If any coverage **you** carry is changed to give broader coverage, **we**
 1704 will give **you** the broader coverage without the issuance of a new policy as of
 1705 the date **we** make the change effective.
 1706 b. Change of Interest. No change of interest in this policy is effective unless **we**
 1707 consent in writing. However, if **you** die, **we** will protect as Named Insured:
 1708 1) **your** surviving **spouse**; or
 1709 2) **your** legal representative while acting within the scope of his or her duties.
 1710 Policy notice requirements are met by mailing the notice to the deceased Named

- 1711 Insured's last known address.
- 1712 c. Joint and Individual Interests. When there are two or more persons listed as
- 1713 Named Insureds, each acts for all to cancel or change the policy.
- 1714 **3. Legal Action Against Us**
- 1715 There is no right of action against **us**:
- 1716 a. until all the terms of this policy have been met; and
- 1717 b. under the liability coverage, until the amount of damages an **insured** is legally
- 1718 liable to pay has been finally determined by:
- 1719 1) judgment after actual trial, and appeal if any; or
- 1720 2) agreement between the **insured**, the claimant and **us**.
- 1721 c. under PART C – UNINSURED MOTOR VEHICLE COVERAGE, PART B –
- 1722 MEDICAL PAYMENTS COVERAGE, PART D – COVERAGE FOR DAMAGE
- 1723 TO YOUR AUTO, ACCIDENTAL DEATH BENEFITS, UNDERINSURED
- 1724 MOTOR VEHICLE, or DISABILITY INCOME coverage until 30 days after **we**
- 1725 get the **insured's** notice of accident or loss.
- 1726 No **person** or organization has any right under this policy to join **us** in any action to
- 1727 determine the liability of any **insured**.
- 1728 **4. Our Right to Recover Payments**
- 1729 If **we** make a payment under any part of, or endorsements to, this policy and the
- 1730 **person** to or for whom payment was made has a right to recover damages from
- 1731 another, **we** will be subrogated to that right. **We** are to be repaid **our** payments,
- 1732 costs, and fees of collection out of any recovery.
- 1733 a. PART B – MEDICAL PAYMENTS COVERAGE payments are not recoverable
- 1734 by **us** in Missouri, but **we** reserve the right to recover where allowable.
- 1735 b. Under PART C – UNINSURED MOTOR VEHICLE COVERAGE coverage:
- 1736 1) **we** are subrogated to the extent of **our** payments to the proceeds of any
- 1737 settlement or judgment the injured **person** recovers from any party liable for
- 1738 the **bodily injury**.
- 1739 2) if the **person** to or for whom **we** have made payment has not recovered from
- 1740 the party at fault, he or she shall:
- 1741 a) keep these rights in trust for **us**;
- 1742 b) execute any legal papers **we** need; and
- 1743 c) when **we** ask, take action through **our** representative to recover **our**
- 1744 payments.
- 1745 c. Under **Underinsured Motor Vehicle** coverage:
- 1746 1) **we** are subrogated to the amount **we** pay; and
- 1747 2) upon payment **we** are entitled to an assignment of any judgment obtained by
- 1748 the injured **person** against the party liable for the **bodily injury**; and
- 1749 3) the injured **person** shall:
- 1750 a) execute any legal papers **we** need; and
- 1751 b) help **us** get **our** money back.
- 1752 **Our** right to recover payment does not apply with respect to UNDERINSURED
- 1753 MOTOR VEHICLE coverage if **we**:
- 1754 1. have been given prompt written notice of a tentative settlement between
- 1755 an **insured** and the insurer of an **underinsured motor vehicle**; and
- 1756 2. fail to advance payment to the **insured** in an amount equal to the tentative
- 1757 settlement within thirty (30) days after receipt of notification.
- 1758 If **we** advance payment to the **insured** in an amount equal to the tentative
- 1759 settlement within thirty (30) days after receipt of notification:
- 1760 a). that payment will be separate from any amount the **insured** is entitled to
- 1761 recover under the provisions of UNDERINSURED MOTOR VEHICLE
- 1762 coverage; and
- 1763 b). **we** also have a right to recover the advanced payment.
- 1764 d. Under all other coverages, the right of recovery of any party **we** pay passes to
- 1765 **us**. Such party shall:
- 1766 1) not hurt **our** rights to recover; and
- 1767 2) help **us** get **our** money back.

- 1768 e. If the **person** to or for whom **we** have made payment has not recovered from
1769 the party at fault, he or she shall:
1770 1) keep these rights in trust for **us**;
1771 2) execute any legal papers **we** need; and
1772 3) when **we** ask take action through **our** representative to recover **our**
1773 payments.
1774 f. If **we** make a payment under this policy and the **person** to or for whom payment
1775 is made recovers damages from another, that **person** will:
1776 1) promptly notify **us** of all recoveries;
1777 2) hold in trust for **us** the proceeds of the recovery; and
1778 3) reimburse **us** to the extent of **our** payments.

1779 5. Renewal

1780 **We** agree, unless **we** mail to **you** a written notice of cancellation, notice of
1781 expiration, or a notice of **our** intention not to renew, to renew the policy for the
1782 next policy period upon **your** payment of the renewal premium. **We** will not provide
1783 **you** with prior notice of cancellation, notice of expiration or notice of our intention
1784 not to renew the policy for failure to pay the renewal premium. It is agreed that the
1785 renewal premium will be based upon the rates in effect at the time of the policy
1786 renewal.

1787 A notice of **our** intention to not renew will be mailed to **your** last known address at
1788 least 30 days before the end of the current policy period. **We** will use regular mail.
1789 The mailing of the notice shall be sufficient proof that notice was given.

1790 These agreements to continue and renew are void if:

- 1791 a. **you** fail to pay the premium when due; or
1792 b. **your** driver's license was under suspension or revocation at any time during the
1793 policy period;

1794 If more than one **person** is shown as Named Insured or Scheduled Operator on
1795 this policy's Automobile Declaration(s) but only one has had a driver's license
1796 under suspension or revocation, **we** will not cancel for this reason. However,
1797 **we** may issue an endorsement stipulating that no coverage will apply while that
1798 **person** is operating a vehicle. If there is no endorsement removing all
1799 coverage, **we** will only provide the minimum coverages and limits mandated by
1800 the applicable Financial Responsibility Law when that **person** is operating a
1801 vehicle during a period of license suspension or revocation.

1802 or

- 1803 c. **you** and/or **your family member** age 21 or older fail to maintain an active
1804 Missouri Farm Bureau membership.

1805 6. Premium Payments

1806 Subject to all other terms of this policy, if **you** pay the premium when due, this
1807 policy provides insurance coverages in the amounts shown on the Declaration. No
1808 insurance is afforded under this policy if payment of premium is not received by **us**
1809 by the due date. If premium payment is made and, for any reason, the payment is
1810 not honored by the bank or financial institution on which it is drawn, no insurance
1811 is provided for any of the policy period.

1812 7. Changes in the Premium During the Policy Period

1813 The premium for this policy is based on information Farm Bureau Town & Country
1814 Insurance Company of Missouri has received from **you** or other sources. If the
1815 information is incorrect or incomplete, or changes during the policy period, **you**
1816 must inform Farm Bureau Town & Country Insurance Company of Missouri of any
1817 changes regarding the following:

- 1818 a. **your auto** or its use;
1819 b. the **persons** who regularly drive **your auto**, including, but not limited to, **your**
1820 newly licensed **family members**;
1821 c. **your** marital status; or
1822 d. the location where **your auto** is principally garaged.

1823 **You** agree that if this information or any other information used to determine the
1824 premium is incorrect or incomplete, or changes during the policy period, **we** may

1825 decrease or increase the premium during the policy period based upon the
1826 corrected, completed or changed information. **You** agree that if the premium is
1827 decreased or increased during the policy period, Farm Bureau Town & Country
1828 Insurance Company of Missouri will refund or credit to **you** any decrease in
1829 premium and **you** will pay any increase in premium.

1830 8. Cancellation

1831 How **You** May Cancel. **You** may cancel **your** policy by notifying **us** in writing of the
1832 date to cancel, which must be later than the date **you** mail or deliver it to **us**. **We**
1833 may waive these requirements by confirming the date and time of cancellation to
1834 **you** in writing.

1835 How and When **We** May Cancel. If **we** decide to cancel this policy for any reason
1836 except at **your** request or for non-payment of premium, **we** will send notice to **you**,
1837 mailed to **your** last known address, at least ten (10) days before the cancellation
1838 is to be effective if the policy has been in force for sixty (60) days or less, or at
1839 least thirty (30) days' notice before the cancellation is to be effective if the policy
1840 has been in force for more than sixty (60) days. **We** will use regular mail to
1841 transmit such notice. The mailing of the notice shall be sufficient proof that notice
1842 was given. The notice will state:

- 1843 a. The effective date of the cancellation;
- 1844 b. The actual reason for cancellation; and
- 1845 c. That **you** may be eligible for insurance through the Missouri Automobile
1846 Insurance Plan.

1847 After this policy has been in effect for sixty (60) days, **we** will not cancel it, except
1848 for the following reasons:

- 1849 i. Non-payment of premium and/or membership;
- 1850 ii. Suspension or revocation during the policy period, of **your** driver's license. If
1851 more than one **person** is shown on the Automobile Declaration as a Named
1852 Insured or Scheduled Operator, but only one has had a driver's license under
1853 suspension or revocation, **we** will not cancel the policy for this reason.
1854 However, **we** may issue an endorsement stipulating that no coverage will
1855 apply while that **person** is operating a vehicle. If there is no endorsement
1856 removing all coverage, **we** will only provide the minimum coverages and
1857 limits mandated by the applicable Financial Responsibility Law when that
1858 **person** is operating a vehicle during a period of license suspension or
1859 revocation;
- 1860 iii. Fraud or material misrepresentation affecting the policy or in the presentation
1861 of a claim thereunder or a violation of any of the terms or conditions of a
1862 policy; or
- 1863 iv. Changes in conditions after the effective date of the policy which have
1864 materially increased the hazards originally insured.

1865 Automatic Cancellation.

1866 If **you** obtain other insurance on **your auto**, any similar coverage provided by
1867 this policy will terminate on the effective date of the other insurance.

1868 Return of Unearned Premium. If **you** cancel, premium will be earned on a pro-rata
1869 basis. If **we** cancel, premium will be earned on a pro-rata basis. Any unearned
1870 premium may be returned at the time **we** cancel or within a reasonable time
1871 thereafter. Delay in the return of unearned premium does not affect the
1872 cancellation.

1873 9. Concealment, Fraud or Misrepresentation

1874 **We** do not provide coverage for any **insured** who has concealed any fact, made
1875 fraudulent statements, misrepresentations or engaged in fraudulent conduct in
1876 connection with any application for insurance, accident, loss or presentation of any
1877 claim for which coverage is sought under this policy.

1878 10. Membership

1879 Payment of the Farm Bureau membership dues, which is not premium, entitles the
1880 first **person** listed as Named Insured on the policy to insure one or more vehicles
1881 for any applicable coverage, and to insurance for any other coverage for which

- 1882 said fees were paid so long as **you** maintain a paid membership and:
1883 a. this company continues to write such coverages;
1884 b. the vehicle and **person(s)** to be insured meets the eligibility requirements of
1885 the company; and
1886 c. the risk remains a risk desirable to the company.

1887 **You** are not eligible to be a policyholder if **you** do not maintain a paid membership.
1888
1889

1890
1891 In Witness Whereof, the Farm Bureau Town & Country Insurance Company of
1892 Missouri has caused this policy to be signed by its President and Secretary at
1893 Jefferson City, Missouri.
1894

1895 

1896 President

1895 

1896 Secretary

1897
1898 **MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY**
1899 **ASSOCIATION COVERAGE LIMITATION ENDORSEMENT**
1900

- 1901 1. Subject to the provisions of the Missouri Property and Casualty Insurance
1902 Guaranty Association Act (to be referred to as the Act), if **we** are a member of the
1903 Missouri Property and Casualty Insurance Guaranty Association (to be referred to
1904 as the Association), the Association will pay claims covered under the Act if **we**
1905 become insolvent.
1906 2. Limitations of Coverage:
1907 The Act contains various exclusions, conditions and limitations that govern a
1908 claimant's eligibility to collect payment from the Association and affect the amount
1909 of any payment. The following limitations apply subject to all other provisions of
1910 this Act:
1911 a. claims covered by the Association do not include a claim by or against an
1912 "insured" of an insolvent insurer, if that "insured" has a net worth of more than
1913 \$25 million on the later of the end of the insured's most recent fiscal year or
1914 the December thirty-first of the year next preceding the date the insurer
1915 becomes an insolvent insurer.
1916 b. payments made by the Association for covered claims will include only that
1917 amount of each claim which is less than \$300,000.

1918 However, the Association will not:

- 1919 1) pay an amount in excess of the applicable limit of liability of the policy from
1920 which a claim arises; or
1921 2) return any unearned premium to an "insured" in excess of \$25,000.

1922 These limitations have no effect on the coverage **we** will provide under this policy.
1923 All other provisions of this policy apply.
1924
1925

1926 **ENDORSEMENT SECTION**
1927

1928 **The endorsements in this section are optional and only those shown on your**
1929 **Automobile Declaration apply. All definitions, duties, exclusions, limitations,**
1930 **general agreements, terms and conditions in the policy apply unless specifically**
1931 **modified by the language in the pertinent endorsement.**
1932

1933 There is no insurance provided by this policy while any vehicle is operated by or is
1934 under the control of any **person** shown as a Restricted Driver on the Automobile
1935 Declaration.
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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 has been paid. All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO apply to the personal property covered by this endorsement, unless otherwise modified in this endorsement.

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

ADDITIONAL EXCLUSIONS

This coverage will not apply:

1. to theft of or **loss** to:
 - a. any electronic equipment that receives, sends, displays, transmits or stores signals, sound, data, images or other media and powered by electricity, battery, or solar sources;
 - b. any other electronic equipment that receives or transmits audio, visual or data signals;
 - c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media used with equipment described in a. or b; above; or
 - d. any other accessories used with equipment described in a. or b. above.

For the purposes of this endorsement, this exclusion 1. replaces exclusion 7. in the section **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

2. to theft of any property used or intended for use in any trade, occupation, vocation, or **business**.
3. to theft loss unless **you** or **your** representative have reported the theft loss to the proper police authorities having jurisdiction at the location where the theft occurred.

For the purposes of, and subject to all terms of, this endorsement, 13. in the section **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO does not apply to this coverage.

COMBINED SINGLE LIMIT LIABILITY

The coverage provided by this endorsement applies only if Combined Single Limit is shown under Bodily Injury Liability/Property Damage Liability on the Automobile Declaration and the appropriate premium for the Limit shown has been paid.

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

The amount shown on the Automobile Declaration under **Limits** for Bodily Injury/Property Damage/Combined Single Limit refers to all covered damages, including damages for care and loss of services, arising out of and due to **bodily injury** to all **persons** and all property damage, resulting from any one covered automobile accident. **Our** limit of liability for covered losses will not exceed the amount shown under **Limits** for Bodily Injury/Property Damage/Combined Single Limit on **your** Declaration.

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

ACCIDENTAL DEATH BENEFITS

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You have this coverage if Accidental Death Benefits is shown on the Automobile Declaration and the appropriate premium for the Limit shown has been 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 an entity other than 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 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. **insureds**;
2. claims made;
3. vehicles or premiums shown on the policy;
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 vehicle with

- 2050 three or less wheels that is not a vehicle shown as having this coverage on this
2051 policy;
- 2052 • engaged as a mechanic or serviceman while towing, pushing, working on,
2053 repairing, overhauling, or testing a vehicle;
 - 2054 • engaged as an employee or volunteer of any police or fire department while on
2055 duty;
 - 2056 • in military, naval, marine, air, or any other armed service of any country at war,
2057 whether such war be declared or undeclared;
 - 2058 • transmission of a communicable disease;
 - 2059 • operation of a motor vehicle by the deceased with illegal drugs present in their
2060 system or with their blood alcohol exceeding the state's legal limit where the
2061 accident occurred, at the time of the accident.

2062 **ADDITIONAL CONDITIONS**

2064 Written notice on which claim may be based must be given to **us** within twenty (20)
2065 days after the date of the accident from which such claim arises. Failure to give notice
2066 within the twenty (20) day period will not invalidate any claim if it can be shown by the
2067 **person** making the claim not to have been reasonably possible to give such notice
2068 and that notice was given as soon as was reasonably possible. Proof of loss must be
2069 furnished to **us**, at **our** home office, within ninety (90) days after the date of such
2070 accident on such forms as are furnished by **us**, or in the event **we** fail to furnish such
2071 forms, on any form that reasonably establishes proof of loss insured against. Failure
2072 of the claimant to provide the notice of claim and submission of the proof of loss within
2073 the time frame set forth above may result in the denial of any insurance coverage
2074 otherwise available if **we** can establish that our rights have been prejudiced by the
2075 lack of such notice.

2076 **We** will have the right and opportunity to request an autopsy, at our expense, where
2077 such is not forbidden by law.

2078
2079
2080 No action at law or in equity will be brought to recover on any insurance hereunder
2081 prior to the expiration of sixty (60) days after proof of loss has been filed.

2082
2083 The beneficiary under the insurance of any insured **person** will be the estate of such
2084 insured **person**. However, **we** may make any payment hereunder to any relative by
2085 blood or connection by marriage of such insured **person**, or to the extent of such
2086 portion of any such payment as may reasonably appear to **us** to be due such **person**,
2087 to any other **person** equitably entitled thereto by reason of having incurred expenses
2088 occasioned by maintenance or burial of such insured **person**.

2089
2090 The insurance provided by this endorsement will terminate upon:

- 2091 1. **your** failure to pay the premium when due; or
 - 2092 2. termination of the automobile policy issued by **us**.
- 2093 Provided, however, that in the event of termination under 2. of this paragraph, this
2094 insurance will terminate and the unearned premium, computed pro rata, will be
2095 returned.

2096 **EMPLOYER'S NON-OWNER LIABILITY**

2097
2098
2099 **You** have this coverage if Employer's Non-Owner Liability is shown on the Automobile
2100 Declaration and the appropriate premium has been paid.

2101
2102 This coverage protects **you**, **your** officers, directors, partners, trustees, and the
2103 **person(s)** shown as Designated Representative on the Automobile Declaration, in the
2104 event **you** or **your** officers, directors, partners, trustees, or the **person(s)** shown as
2105 Designated Representative on the Automobile Declaration are held legally responsible
2106 for damages or injuries covered under this policy and caused by one of **your**

2107 employees while **your** employee is driving their own personally owned **private**
2108 **passenger auto** in their employment in **your business** or farming operation.

2109
2110 A **private passenger auto** used for the delivery or transportation of goods and
2111 materials is not covered unless such use is incidental to **your business** of installing,
2112 maintaining or repairing furnishings or equipment, or for farming or ranching.

2113 DISABILITY INCOME

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2115
2116 **You** have this coverage if Disability Income is shown on the Automobile Declaration
2117 and the appropriate premium has been paid.

2118
2119 **We** will pay **you, your spouse** or **your family member** DISABILITY INCOME when
2120 **you, your spouse** or **your family member** sustains **bodily injury** caused by a
2121 covered accident while **occupying your auto**, a **newly acquired auto**, **temporary**
2122 **substitute auto**, **non-owned auto** or **trailer** or through being struck by a motor
2123 vehicle or **trailer**.

2124
2125 **We** will pay any other **person** DISABILITY INCOME who sustains **bodily injury** in a
2126 covered accident while **occupying**:

- 2127 1. **your auto**, a **newly acquired auto**, **temporary substitute auto** or **trailer**,
2128 provided it is being operated or occupied by **you, your spouse, your family**
2129 **member** or someone with the permission of **you, your spouse** or **your family**
2130 **member**; or
2131 2. a **non-owned auto** provided the **non-owned auto** is being operated by **you, your**
2132 **spouse** or **your family member**.

2133
2134 Subject to all terms of this coverage, it is agreed that this coverage will:

- 2135 1. begin fifteen (15) days after a covered accident;
2136 2. continue uninterrupted while the injured **person** is **continuously totally disabled**;
2137 and
2138 3. terminate not later than:
2139 a. one (1) year and fourteen (14) days after the date of the accident; or
2140 b. at death;
2141 whichever comes first.

2142 LIMITS

2143
2144 The limit for this coverage for a wage earner is eighty-five (85) percent of the loss of
2145 **income** of that wage earner, not to exceed \$800 per month, with total payments for
2146 loss of **income** not to exceed \$9,600.

2147
2148 The limit for this coverage for a non-wage earner is a maximum of \$20 per day (for
2149 reimbursement of expenses which are incurred for essential services normally
2150 performed by the injured person). Maximum benefit for a non-wage earner will not
2151 exceed \$6,000.

2152 The limit for this coverage as stated above applies separately for DISABILITY
2153 INCOME to each **person** who becomes **continuously totally disabled** as a direct
2154 result of having sustained a **bodily injury** covered by this endorsement.

2155 ADDITIONAL DEFINITIONS

2156
2157 **Continuously totally disabled** means disability which prevents the injured **person**
2158 from performing the duties required by their occupations.

2159 **Income** means:

- 2160 1. salary;
2161 2. commissions;
2162 3. professional fees;
2163 4. net profits from an individually owned **business**; or

2164 5. adjusted gross income from a farm.

2165
2166

EXCLUSIONS

2167 Coverage does not apply under this endorsement to **bodily injury**:

2168

1. sustained by:

2169

a. any **person** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** or property for any compensation or suggested donation. This includes, but is not limited to:

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1) while a driver is logged onto a **transportation network company's** digital network; or

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2) while a driver provides a prearranged ride.

2176

We will provide coverage, not otherwise excluded, for:

2177

1) **you**; and

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2) **your family members** who do not own or lease an **auto**;

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while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident;

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b. anyone while **occupying** any vehicle while located as a residence or premises; or

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c. anyone while **occupying** any vehicle including, but not limited to, a motorcycle, motorized scooter, motorized bicycle, go-cart, dune buggy, moped, mini bike, utility bike, pocket rocket, motorized mini truck, mini car, mini utility vehicle, recreational vehicle, all-terrain vehicle, snowmobile, or any other similar vehicle unless the vehicle is shown on the Declaration as having this coverage.

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2. sustained by **you**, **your spouse** or any of **your family members**:

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2193

a. while **occupying** an **auto** owned by or furnished for the regular **use** of **you**, **your spouse** or any of **your family members**, other than **your auto**, a **newly acquired auto**, **temporary substitute auto**, **non-owned auto** or **trailer**; or

2194

b. while **occupying** or through being struck by:

2195

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1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads; or

2) a vehicle operated on rails or crawler treads.

2198

3. sustained by any **person** other than **you**, **your spouse** or **your family member**

2199

resulting from **use** of:

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a. any **auto** in the **auto business**; or

b. any **auto** used in any trade, occupation, vocation or **business**, except operation or **occupancy** of a **private passenger auto** by **you** or by **your** private chauffeur or domestic servant; or

c. a **trailer** used with any vehicle identified in 1., 2., or 3.

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4. due to war.

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5. to any **person** if such **person's** conduct contributed to the **bodily injury** in any of the following ways:

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a. causing an expected or intended injury even if the resulting **bodily injury** is of a different kind, quality or degree than initially expected or intended;

b. operating a motor vehicle with illegal drugs present in their system, or any **person** whose blood alcohol exceeded the State's legal limit where the accident occurred, while the **person** was driving or operating the vehicle involved in the accident;

c. using a motor vehicle outside the scope of consent of the owner of the vehicle;

d. operating a motor vehicle without an operator's license, or after suspension or revocation of their license;

e. operating a motor vehicle upon a bet or wager or in a race, speed contest or other competitive event; competitive event does not mean participating in a parade or car show;

f. seeking to elude lawful apprehension or arrest by a police officer; or

- 2221 g. committing a felonious act whether or not charged for the act.
- 2222 6. sustained by any occupant or driver of any other vehicle involved in an accident
- 2223 with a vehicle insured under this endorsement.
- 2224 7. resulting from any actual, alleged, threatened or adjudicated sexual abuse,
- 2225 harassment, molestation, or relations.
- 2226 8. from any actual, alleged, threatened or adjudicated **bodily injury** resulting from
- 2227 physical, mental or emotional injury or damage including, but not limited to, that
- 2228 derived from abuse, harassment, belittlement, disparagement, revilement,
- 2229 castigation, chastisement, criticism, perversion, maltreatment, desecration,
- 2230 vexation, torment, torture, devilment or bullying, whether through physical, verbal,
- 2231 imaged, texted, electronically transmitted, telephonic, or any other means.
- 2232 9. For any **bodily injury** including, but not limited to, all consequential, pecuniary,
- 2233 and/or statutory damages arising in any way out of, or derivative of, any **bodily**
- 2234 **injury**:
- 2235 a. to a fellow employee while on the job and arising from the **use** of a vehicle by
- 2236 another employee in the employer's **business. You and your spouse**, and
- 2237 the first **person** listed as Designated Representative on the Automobile
- 2238 Declaration, and their **spouse**, are covered for such injury to a fellow
- 2239 employee.
- 2240 b. to any **business** employee of:
- 2241 i.) any **insured**;
- 2242 ii.) a spouse or **family member** of:
- 2243 1. any Designated Representative or any Scheduled Operator shown on
- 2244 this policy's Declaration(s);
- 2245 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A.,
- 2246 or 5.A. of the section **Who is an Insured**, paragraph I., of PART A –
- 2247 **LIABILITY COVERAGE**;
- 2248 arising out of and/or in the course of his or her employment by any such
- 2249 **person** identified in 9.b. i) or 9.b. ii) above.
- 2250 This exclusion 9. b. does not apply to **bodily injury** not otherwise excluded:
- 2251 i.) to a household employee or domestic employee who is not covered by, or
- 2252 who is not entitled or required to be covered under, any workers
- 2253 compensation insurance or benefits;
- 2254 c. to the spouse, child, parent, brother or sister of any employee as a
- 2255 consequence of a. or b. above.
- 2256 Exclusions a. through c. above apply whether the **insured** may be liable as an
- 2257 employer or in any other capacity, and to any obligation to share damages with, or to
- 2258 repay, someone else who must pay damages because of injury.
- 2259

MEDICAL REPORTS – PROOF AND PAYMENT OF CLAIM

2260 As soon as practicable, the injured **person** or someone on his or her behalf will give to

2261 **us** written proof of claim. Any **person** who makes a claim under this coverage must,

2262 as a condition of payment:

- 2263 1. Authorize **us** to obtain any records which may be relevant to the claim or which
- 2264 may reasonably be expected to aid **our** investigation in determining the facts
- 2265 relevant to the claim;
- 2266 2. Answer, under oath as often as **we** may reasonably require, any questions posed
- 2267 by **us**, out of the presence of any other individual, and sign a written transcript of
- 2268 such questions and answers;
- 2269 3. Submit to a physical examination(s), at **our** expense, by doctors **we** select as
- 2270 often as **we** may reasonably require; and
- 2271 4. Authorize **us** to obtain medical records which are material to the claim, including
- 2272 prior medical records.

2273 Payment under this coverage is not an admission of liability by **us** or any **insured**.

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2277

CONDITIONS OF PAYMENT

We may, at **our** option, pay the benefits under this policy to the injured party or if the

2278 injured party is incapacitated or deceased, **we** may pay any monies owed to any of the
2279 following **persons**: wife, husband, mother, father, child, or children of the
2280 incapacitated or deceased party, or to the executor or administrator of the estate.
2281 Payment to any one of the above named will, to the extent thereof, release **us** from all
2282 further liability.

2283 INCOME RECORDS

2284 **We** may require the injured person to secure and submit to **us**, their salary,
2285 commission, and/or Internal Revenue Service records.

2287 OTHER INSURANCE

2288 Insurance afforded under DISABILITY INCOME will be excess insurance over any
2289 benefits the injured **person** has the right to receive under any **compensation law**.
2290 Any benefits available under any **compensation law** will be deducted from the gross
2291 total loss of **income**. Of the remaining loss of **income**, 85% will be payable under
2292 DISABILITY INCOME, subject to the limitations stated above.
2293 Insurance afforded under DISABILITY INCOME for **persons**, other than **you, your**
2294 **spouse** and any of **your family members**, injured while **occupying your auto, a**
2295 **newly acquired auto, temporary substitute auto, non-owned auto** or **trailer** will be
2296 excess over any other valid and collectible individual, group, blanket, or franchise
2297 insurance; Blue Cross/Blue Shield and any other prepayment coverage; any
2298 governmental program providing benefits afforded under DISABILITY INCOME;
2299 benefits received under any **compensation law**; or automobile disability benefits.
2300 Insurance afforded under DISABILITY INCOME for **you, your spouse** and any of
2301 **your family members** injured while **occupying a temporary substitute auto** or a
2302 **non-owned auto** will be excess over any other valid and collectible automobile
2303 disability loss of **income** insurance.
2304 If the DISABILITY INCOME afforded hereunder is concurrent with like insurance
2305 afforded by any other automobile policy(s) issued to **you** by **us**, the total liability of **us**
2306 under all such policies will not exceed the one limit on the one Declaration having the
2307 highest applicable limit, of all Declarations on all **your** policies.

2309 TRANSPORTATION AND TRAVEL EXPENSES

2310
2311 You have this coverage if Transportation/Travel Expense is shown on the Automobile
2312 Declaration and the appropriate premium for the Limits shown has been paid.

2313
2314 Coverage is provided for expenses provided under this endorsement, resulting from a
2315 covered **loss** under PART D – COVERAGE FOR DAMAGE TO YOUR AUTO that
2316 renders a vehicle covered under this endorsement unsafe to drive. **We** will pay
2317 covered losses without application of a deductible, up to the Per Day limit shown on
2318 the Automobile Declaration, not to exceed the Maximum per occurrence amount
2319 shown on the Automobile Declaration, for:

- 2320 1. temporary transportation, meals, and lodging expenses actually incurred by **you**,
2321 or a **person** listed as Designated Representative on the Automobile Declaration,
2322 in the event of a covered **loss** to **your auto, newly acquired auto, temporary**
2323 **substitute auto, or non-owned auto**. **We** will pay for such expenses if the **loss**
2324 is caused by:
- 2325 a. OTHER THAN COLLISION (OTC) **losses** only if the Automobile Declaration
2326 indicates that Other Than Collision coverage is provided for **your auto**; or
 - 2327 b. COLLISION **losses** only if the Automobile Declaration indicates that Collision
2328 coverage is provided for **your auto**;
- 2329 2. loss of use expenses for which **you**, or the first **person** listed as Designated
2330 Representative on the Automobile Declaration become legally responsible in the
2331 event of a covered **loss** to a **non-owned auto**. **We** will pay for loss of use
2332 expense if the **loss** is caused by:
- 2333 a. OTHER THAN COLLISION (OTC) **losses** only if the Automobile Declaration
2334 indicates that Other Than Collision coverage is provided for **your auto**;

2335 b. COLLISION **losses** only if the Automobile Declaration indicates that Collision
2336 coverage is provided for **your auto**.
2337

2338 LIMIT OF LIABILITY

2339 **We** will not pay more than:

- 2340 1. the Per Day limit shown on the Automobile Declaration for this coverage, for the
2341 sum total of all expenses incurred for all categories of covered expenses, on any
2342 one day for a covered **loss**;
- 2343 2. the Maximum per occurrence limit shown on the Automobile Declaration for
2344 Transportation and Travel Expenses, for the total of all expenses incurred for all
2345 categories of covered expenses, for any one covered **loss**;
- 2346 3. a reasonable amount, not to exceed the Per Day Limit and the Maximum per
2347 occurrence limit shown on the Automobile Declaration, for a temporary
2348 replacement vehicle of a similar size and quality as **your auto**;
- 2349 4. for the period of time:
 - 2350 a. required to **repair your auto**, a **temporary substitute auto**, a **newly**
2351 **acquired auto** or a **non-owned auto** after a covered **loss**; or
 - 2352 b. following a covered **loss**, until **we** make an offer to pay the **actual cash value**
2353 of such **auto** in the event it is deemed by **us** to be a total loss;
- 2354 5. the actual amount incurred, not to exceed the Per Day limit and the Maximum per
2355 occurrence limit shown on the Automobile Declaration, over and above normal
2356 expenses, for meals, lodging, and travel required to return home following a
2357 covered **loss** to a covered **auto** that renders such **auto** unsafe to drive.

2358 The limits do not apply separately to each kind of loss or expense.
2359

2360 INCREASED LIMITS POLLUTION

2362 **You** have this coverage if Increased Limits Pollution is shown on the Automobile
2363 Declaration and the appropriate premium for the Limit shown has been paid.
2364

2365 LIMIT OF LIABILITY

2366 The **Limits of Liability** section of PART A – LIABILITY COVERAGE is amended as
2367 follows:

2368 Item 2 in the **Limits of Liability** section is deleted and replaced with the following:

- 2369 2. In regard to an accident covered by PART A – LIABILITY COVERAGE, **our** limit
2370 of liability for all damages, including but not limited to those costs resulting from
2371 clean-up, testing, monitoring, abating, mitigating, removal, remediation, treating or
2372 disposal, arising out of the actual, alleged or threatened discharge, dispersal,
2373 seepage, migration, release or escape of smoke, vapors, soot, fumes, acids,
2374 alkalis, toxic chemicals, liquids or gases, waste materials or other irritants,
2375 contaminants or pollutants into or upon the land, the atmosphere or any water
2376 course or body of water will not exceed \$100,000 for all injuries and damages to
2377 all **persons** and property resulting from any one covered accident. This provision
2378 will not increase **our** total limit of liability. All damages from continuous or
2379 repeated exposure to substantially the same conditions will be considered as
2380 resulting from one accident.

2382 REDUCING DEDUCTIBLE

2384 **You** have this coverage if Deductible (Reducing) is shown on the Automobile
2385 Declaration and the appropriate premium has been paid.

2386 In the event the Automobile Declaration shows Deductible (Reducing) the following
2387 provision applies:
2388

2389 The deductible amounts shown on the Automobile Declaration for Other Than
2390 Collision and Collision will be reduced by \$100 provided that no claim payment over
2391 the REDUCING DEDUCTIBLE threshold amount (as filed by **us** with the Missouri

2392 Department of Insurance) has been paid by **us** during the twelve (12) month period
2393 following the annual anniversary date of this policy. A further reduction of \$100 from
2394 the original deductible amounts for Other than Collision and Collision will be given for
2395 each claim free period, as described, with each reduction to be effective at 12:01 a.m.
2396 on the next anniversary date following such period. In no event will the deductible be
2397 less than zero. In the event a claim payment is made over the REDUCING
2398 DEDUCTIBLE threshold amount (as filed by **us**), the Other Than Collision and
2399 Collision deductibles originally stated on the Automobile Declaration will be reinstated
2400 with respect to any subsequent claims, at the next renewal date.

2401
2402 Payment under PART C – UNINSURED MOTOR VEHICLE COVERAGE or
2403 UNDERINSURED MOTOR VEHICLE coverage will not be considered a claim
2404 payment with respect to the threshold provisions of this endorsement.
2405

2406 **EMERGENCY ROAD SERVICE**

2407
2408 **You** have this coverage if Emergency Road Service is shown on the Automobile
2409 Declaration.

2410
2411 **We** will pay what **we** deem to be reasonable expenses for those expenses **you** incur
2412 for **your auto, temporary substitute auto, newly acquired auto** or a **non-owned**
2413 **auto** that is disabled and in the possession of or being operated by **you, your**
2414 **spouse, your family member**, or the **person(s)** listed as Designated Representative
2415 on the Automobile Declaration for:

- 2416 1. mechanical labor up to one hour at the place of its breakdown;
- 2417 2. towing to the nearest place where the necessary repairs can be made during
2418 regular business hours if it will not run;
- 2419 3. towing it out if it is stuck on or immediately next to a public highway;
- 2420 4. delivery of gas, oil, loaned battery or change of tire. **We** do not pay for the cost of
2421 these items; or
- 2422 5. locksmith services, up to one hour, to open **your auto** if **your** key is lost, stolen or
2423 inside **your auto**. **We** will pay only the cost of labor.

2424 The most **we** will pay for any one disablement is one towing and labor charge.
2425

2426 **UNDERINSURED MOTOR VEHICLE**

2427
2428 Subject to all terms stated in this endorsement, **you** have UNDERINSURED MOTOR
2429 VEHICLE gap coverage if Underinsured Motor Vehicle is shown on the Automobile
2430 Declaration and the appropriate premium has been paid. UNDERINSURED MOTOR
2431 VEHICLE gap coverage applies to accidental **bodily injury**, caused by **use** of an
2432 **underinsured motor vehicle**, which an **insured** is legally entitled to collect.
2433

2434 **THERE IS NO UNDERINSURED MOTOR VEHICLE GAP COVERAGE UNTIL ALL**
2435 **LIMITS OF LIABILITY OF ALL BODILY INJURY LIABILITY BONDS AND POLICIES**
2436 **THAT APPLY HAVE BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR**
2437 **SETTLEMENTS, AND THE TOTAL SUM OF ALL LIMITS PAID ARE LESS THAN**
2438 **THE LIMIT SHOWN FOR UNDERINSURED MOTOR VEHICLE ON THE**
2439 **AUTOMOBILE DECLARATION.**

2440
2441 **Underinsured Motor Vehicle** – means a land motor vehicle:

- 2442 1. The ownership, maintenance or use of which is insured or bonded for bodily injury
2443 liability at the time of the accident; and
- 2444 2. Whose limit(s) of liability for bodily injury liability is less than the limit of liability for
2445 Underinsured Motor Vehicle shown on the Automobile Declaration.

2446 An **underinsured motor vehicle** does not include a land motor vehicle:

- 2447 1. Insured under the liability coverage of this policy or any other policy issued by **us**
2448 or any other carrier to **you, your family member(s), a person** listed as a

- 2449 Designated Representative or Scheduled Operator on the Automobile
2450 Declaration;
- 2451 2. Owned by, leased to, rented to, in the care, custody or control of, or furnished or
2452 available for the regular use of, **you, your family member(s)**, or any **person(s)**
2453 listed as a Designated Representative or Scheduled Operator on any Automobile
2454 Declaration of this policy or their **family member(s)**;
 - 2455 3. Owned by any government or any of its political subdivisions or agencies;
 - 2456 4. While located for **use** as a residence or premises;
 - 2457 5. Designed for **use** mainly off public roads except while on public roads;
 - 2458 6. Defined as an "**uninsured motor vehicle**" in **your** policy;
 - 2459 7. Operated on rails or crawler treads; or
 - 2460 8. Whose limits of liability for bodily injury liability are equal to, or greater than, the
2461 limit of liability for Underinsured Motor Vehicle shown on the Automobile
2462 Declaration.

2463 **Who is an Insured** 2464 **Insured** means:

- 2465 1. If the Named Insured(s) on the Automobile Declaration is a **person**, then that
2466 **person** is an **insured**, as well as:
 - 2467 A. his/her **spouse**;
 - 2468 B. his/her **family member(s)**, except that any of his/her **family member(s)**
2469 who owns or leases an **auto** at the time of the accident is only considered
2470 to be an **insured** while **occupying your auto**, a **temporary substitute**
2471 **auto** or a **newly acquired auto** or **trailer** attached to such **auto**.
- 2472 2. If the Named Insured(s) on the Automobile Declaration is not a **person**, the
2473 **person(s)** listed as Designated Representative on the Automobile Declaration is
2474 an **insured**, as well as:
 - 2475 A. his/her **spouse**;
 - 2476 B. his/her **family member(s)**, except that any such **family member(s)** who
2477 owns or leases an **auto** at the time of the accident is only considered to be
2478 an **insured** while **occupying your auto**, a **temporary substitute auto** or a
2479 **newly acquired auto** or **trailer** attached to such **auto**.
- 2480 3. Any other **person** while **occupying your auto**, a **temporary substitute auto**, a
2481 **newly acquired auto** or **trailer** attached to such **auto**. Such **auto** or **trailer** has
2482 to be used within the scope of the consent of **you, your spouse**, or a **person**
2483 listed as Designated Representative on the Automobile Declaration or their
2484 **spouse**.
- 2485 4. If the Named Insured on the Automobile Declaration is a **person**, any other
2486 **person** while **occupying** an **auto** not owned or leased by **you, your family**
2487 **member** or any **person** shown as a Designated Representative or Scheduled
2488 Operator on the Automobile Declaration or their **family member**, or while
2489 **occupying a trailer** attached to such **auto**. Such **auto** must be driven by **you,**
2490 **your family member**, or a Scheduled Operator shown on the Automobile
2491 Declaration at the time of the accident and within the titled owner's consent.
2492 5. Any **person** entitled to recover damages because of **bodily injury** to an **insured**
2493 under 1. through 4. above.

2494 **Consent To Be Bound**

2497 **We** are not bound by any judgment or verdict against any **person** or organization
2498 without **our** written consent.

2499 **Limits of Liability**

2501 Notwithstanding any other Limit of Liability clause found in any other section of this
2502 policy, the following language applies to accidental **bodily injury**, caused by **use** of
2503 an **underinsured motor vehicle**, which an **insured** is legally entitled to collect. If
2504 there are multiple vehicles showing Underinsured Motor Vehicle gap coverage on
2505 this policy, and if an injured **insured occupier** one of these in a covered accident,

- 2506 only the Underinsured Motor Vehicle gap coverage shown on the Automobile
2507 Declaration for the vehicle the injured **insured** is **occupying** will apply.
2508
- 2509 1. UNDERINSURED MOTOR VEHICLE coverage is gap coverage, not excess
2510 coverage. **We** do not pay the Underinsured Motor Vehicle limit shown on the
2511 Automobile Declaration. Rather, **we** only will pay up to the difference between the
2512 total amount recovered from:
2513 a. all liability insurers of the **underinsured motor vehicle(s)** and operator(s);
2514 plus
2515 b. all sums recovered from all parties other than those identified in 1.a. that may
2516 be legally responsible for any portion of the injury to the **insured**; plus
2517 c. all sums paid or payable by:
2518 i. any workers compensation or disability benefits insurance company; or
2519 ii. self- insurer under workers compensation or disability benefits law or
2520 similar law;
2521 and the limit of Underinsured Motor Vehicle shown on the Automobile Declaration.
- 2522 2. Subject to all terms in this endorsement, the amount shown on the Automobile
2523 Declaration under "Per Person" refers to all damages, including damages for care
2524 and loss of services or consortium, arising out of and due to **bodily injury** to one
2525 **person**. The amount shown on the Automobile Declaration Under "Per Accident"
2526 refers to the amount, subject to the amount shown under "Per Person", for all such
2527 damages arising out of and due to **bodily injury** to more than one **person** in the
2528 same accident. **Persons** having a derivative claim including but not limited to a
2529 claim for loss of care or services do not constitute a separate and distinct **bodily**
2530 **injury** or limit of coverage. Only one "Per Person" limit applies for all damages
2531 and claims of all claimants arising out of one **person's bodily injury**.
- 2532 3. **NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE**
2533 **INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.**
- 2534 4. Regardless of the limits of Underinsured Motor Vehicle shown on the Automobile
2535 Declaration, and subject to all terms of this endorsement, the limits of
2536 UNDERINSURED MOTOR VEHICLE will not exceed \$50,000 per person and
2537 \$100,000 per accident for:
2538 a. any **insured** other than:
2539 i. **you**;
2540 ii. **your family member** who does not own or lease an **auto**;
2541 iii. any **person** listed as a Designated Representative on the Automobile
2542 Declaration at the time of the accident, or any **person** listed as
2543 Scheduled Operator on the Automobile Declaration and meeting the
2544 definition of an **insured**, at the time of the accident;
2545 iv. a **family member** of any **person** shown as a Designated Representative
2546 on the Automobile Declaration as of the date of the accident, if the **family**
2547 **member** does not own or lease an **auto**;
2548 b. any **person** operating a vehicle to which this UNDERINSURED MOTOR
2549 VEHICLE coverage applies, if the operator's driver's license is suspended or
2550 revoked at the time of the accident.

2551 Exclusions

2552 There is no UNDERINSURED MOTOR VEHICLE gap coverage:

- 2553 1. For any **insured** who, without **our** written consent, settles with any **person** or
2554 organization that may be liable for the **bodily injury** and thereby impairs **our**
2555 right to recover **our** payments.
2556 2. For that portion of damages sustained by any **insured** which are paid or payable
2557 to, or on behalf of, such **insured** under any **compensation law** or similar law as a
2558 result of the same accident.
2559 3. For punitive or exemplary damages.
2560 4. For **bodily injury** to any **insured** if an **insured's** conduct contributed to the **bodily**
2561 **injury** by seeking to elude lawful apprehension, arrest by a law enforcement
2562

- 2563 officer, or while committing a felonious act.
- 2564 5. For **bodily injury** which arises out of the transmission of a communicable disease
- 2565 to any **insured**.
- 2566 6. For **bodily injury** sustained while **occupying** any vehicle designed for racing or
- 2567 any vehicle while competing in, or practicing or preparing for, any racing or speed
- 2568 contest or competitive event. Competitive event does not include participation in
- 2569 a parade or car show.
- 2570 7. For any **insured** while **occupying** a motor vehicle owned or leased at the time of
- 2571 the accident by **you, your family member**, any **person** listed as Designated
- 2572 Representative or Scheduled Operator on any Automobile Declaration of this
- 2573 policy at the time of the accident or any of their **family members**, if such vehicle
- 2574 is not shown on any Automobile Declaration of this policy at the time of the
- 2575 accident as being insured for Underinsured Motor Vehicle gap coverage.
- 2576 8. For **bodily injury** from being struck by a motor vehicle owned or leased at the
- 2577 time of the accident by **you, your family member**, any **person** listed as
- 2578 Designated Representative or Scheduled Operator on any Automobile
- 2579 Declaration of this policy at the time of the accident or any of their **family**
- 2580 **member(s)**.
- 2581 9. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle
- 2582 otherwise covered by this policy, while such vehicle is being used at the time of
- 2583 an accident as a public livery or conveyance to transport or carry **persons** or
- 2584 property for any compensation or suggested donation. This includes, but is not
- 2585 limited to:
- 2586 1) while a driver is logged onto a **transportation network company's** digital
- 2587 network; or
- 2588 2) while a driver provides a prearranged ride.
- 2589 **We** will provide coverage, not otherwise excluded, for:
- 2590 a. **you**, and **your family members** who do not own or lease an **auto**;
- 2591 b. the first **person** listed as Designated Representative on the Declaration,
- 2592 and his/her **family members** who do not own or lease an **auto**; and
- 2593 c. scheduled operators shown on the Declaration;
- 2594 while a passenger (non-operator) of a **non-owned auto** being used for such
- 2595 purposes at the time of the accident.
- 2596 10. For **bodily injury** or property damage resulting from any actual, alleged,
- 2597 threatened or adjudicated sexual abuse, sexual harassment, sexual molestation,
- 2598 sexual relations, or from any physical, mental, or emotional abuse, harassment,
- 2599 belittlement, disparagement, revilement, castigation, chastisement, criticism,
- 2600 perversion, maltreatment, desecration, vexation, torment, torture, devilment or
- 2601 bullying, whether through physical, verbal, imaged, texted, electronically
- 2602 transmitted, telephonic or any other means.
- 2603 11. For **bodily injury** sustained by any **insured** using a vehicle without permission of
- 2604 the titled owner of the vehicle to do so.

2605 **If There Is Other Underinsured Motor Vehicle Coverage**

2606 Subject to all terms of this endorsement, if more than one policy, declaration, and/or

2607 endorsement applies to accidental **bodily injury** to an **insured** caused by the use of

2608 an **underinsured motor vehicle** in a covered accident, regardless of who issues the

2609 policies or to whom the policies are issued, the total limits of liability under all such

2610 coverages shall not exceed that of the coverage with the highest limit of liability and

2611 **we** are liable only for **our** share. **Our** share is that percent of the damages that the

2612 limit of all liability of this coverage bears to the total of all underinsured motor vehicle

2613 coverage applicable to the accident.

2614 If:

- 2615 a. **your** policy has multiple vehicles showing Underinsured Motor Vehicle gap
- 2616 coverage; and/or
- 2617 b. **you** have multiple policies with **us** showing Underinsured Motor Vehicle gap
- 2618 coverage on vehicles; and
- 2619

2620 c. an injured **insured occupier** one of these vehicles in a covered accident;
2621 only the Underinsured Motor Vehicle gap coverage shown on the Automobile
2622 Declaration for the vehicle the injured **insured occupier** will be used to determine **our**
2623 share.

2624 **NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE**
2625 **INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.**

2626 This is true regardless of the number of:

- 2627 a. **insureds**;
- 2628 b. claims made;
- 2629 c. vehicles and/or **persons** shown on the policy;
- 2630 d. vehicles involved in the accident;
- 2631 e. vehicles showing Underinsured Motor Vehicle coverage on the policy;
- 2632 f. premiums paid;
- 2633 g. liability insurance policies and/or bonds;
- 2634 h. underinsured motor vehicle insurance policies, declarations and/or
2635 endorsements.

2636
2637 **Arbitration**

- 2638 1. If **we** and an **insured** do not agree:
 - 2639 a. whether that **insured** is legally entitled to recover damages; or
 - 2640 b. as to the amount of damages which are recoverable by that **insured** from the
2641 owner or operator of an **underinsured motor vehicle**, then the matter may be
2642 arbitrated. However, disputes concerning coverage under this endorsement
2643 may not be arbitrated.
- 2644 Both parties must agree to arbitration. If so agreed, each party will select an
2645 arbitrator. The two arbitrators will select a third. If they cannot agree within thirty
2646 (30) days, either may request that selection be made by a judge of a court having
2647 jurisdiction.
- 2648 2. Each party will:
 - 2649 a. pay the expenses it incurs; and
 - 2650 b. bear the expenses of the third arbitrator equally.
- 2651 3. Unless both parties agree otherwise, arbitration will take place in the county in
2652 which the Named Insured lives. Local rules of law as to procedure and evidence
2653 will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - 2654 a. whether the **insured** is legally entitled to recover damages; and
 - 2655 b. the amount of damages. This applies only if the amount does not exceed the
2656 minimum limit for **bodily injury** liability specified by the applicable Financial
2657 Responsibility Law of the state in which **your covered auto** is principally
2658 garaged. If the amount exceeds that limit, either party may demand the right
2659 to a trial. This demand must be made within sixty (60) days of the arbitrators'
2660 decision. If this demand is not made, the amount of damages agreed to by the
2661 arbitrators will be binding on that **insured** and **us**.

2662
2663 **Additional Duties**

- 2664 A **person** seeking coverage under this endorsement must also promptly:
- 2665 1. send **us** copies of all legal papers including a lawsuit against the alleged operator
2666 of the **underinsured motor vehicle** if a suit is brought, and
 - 2667 2. notify **us** in writing of a tentative settlement between the **insured** and the insurer
2668 of the **underinsured motor vehicle** and allow **us** thirty (30) days to advance
2669 payment to that **insured** in an amount equal to the tentative settlement to
2670 preserve **our** rights against the insurer, owner or operator of such **underinsured**
2671 **motor vehicle**.

2672
2673 **ELECTRONIC EQUIPMENT**

2674
2675 **You** have this coverage for a vehicle if Electronic Equipment is shown on the
2676 Automobile Declaration for that vehicle and the appropriate premium for the limit

2677 shown has been paid.

2678
2680 All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO applies to the
2681 electronic equipment covered by this endorsement, unless otherwise modified in this
2682 endorsement.

2683 Exclusion 7. of the section entitled **When PART D – COVERAGE FOR DAMAGE TO**
2684 **YOUR AUTO Does Not Apply**, in PART D - COVERAGE FOR DAMAGE TO YOUR
2685 AUTO, does not apply to electronic equipment covered by this endorsement.
2686

2687 Subject to all terms of this endorsement and PART D – COVERAGE FOR DAMAGE
2688 TO YOUR AUTO of this policy **we** will pay, without application of a deductible, for **loss**
2689 to which this endorsement applies to any electronic equipment that receives or
2690 transmits audio, visual or data signals, or is designed solely for the reproduction of
2691 sound.

2692 This coverage applies only if:

- 2693 1. the electronic equipment is permanently installed in **your auto** or a **newly**
2694 **acquired auto**; or
2695 2. the equipment is:
2696 a. removable from a housing unit which is permanently installed in **your auto** or
2697 a **newly acquired auto**;
2698 b. designed to be solely operated by the power from **your auto's** or a **newly**
2699 **acquired auto's** electrical system; and
2700 c. in **your auto** or a **newly acquired auto**;

2701 at the time of the **loss**.

2702

2703 **We** will also pay, without application of a deductible, for **loss** to:

- 2704 1. any accessories used with such electronic equipment: and
2705 2. tapes, records, discs, flash drives, game cartridges, cards, chips or other media
2706 used with the equipment if they are:
2707 a. **your** property, the property of the first **person** listed as Designated
2708 Representative on the Automobile Declaration, or that of a **family member** of
2709 **you** or the first **person** listed as Designated Representative on the Automobile
2710 Declaration; and
2711 b. in **your auto** or a **newly acquired auto** at the time of the **loss**.

2712

2713 ADDITIONAL EXCLUSIONS

2714 **We** will not pay, under this endorsement, for any electronic equipment that is:

- 2715 • necessary for the normal operation of the **auto** or the monitoring of the **auto's**
2716 operating systems; or
2717 • an integral part of the same unit housing any sound reproducing equipment
2718 described in 1. and 2. above and permanently installed in the opening of the dash
2719 or console of **your auto** or a **newly acquired auto** normally used by the
2720 manufacturer for installation of a radio or stereo.

2721

2722 LIMIT OF COVERAGE

2723 With respect to coverage under this endorsement only, the first paragraph of **Limit of**
2724 **Coverage – Other than Collision and Collision** of PART D – COVERAGE FOR
2725 DAMAGE TO YOUR AUTO is amended as follows:

2726 **Our** limit of liability for the total of all **losses**, as a result of any one occurrence, to
2727 audio, visual, data or electronic equipment, and tapes, records, discs or other media,
2728 or any accessories, used with the electronic equipment, will be the lesser of:

- 2729 1. the **actual cash value (ACV)** of the stolen or damaged property;
2730 2. the amount necessary to **repair** or replace the property with other property of like
2731 kind and quality;
2732 3. **your** insurable interest in the stolen or damaged property at the time of the **loss**;
2733 4. the amount shown on the Automobile Declaration for Electronic Equipment.

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ADDITIONAL INSURED - LESSOR

You have this coverage if an Additional Insured – Lessor is shown on the Automobile Declaration.

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

1. **we** will pay damages for which the lessor becomes legally responsible only if the damages are caused by acts or omissions of:
 - a. **you, your spouse or your family member**, or if **you** are an entity other than a **person**, the first **person** listed as Designated Representative on the Automobile Declaration, their **spouse** or their **family member**; or
 - b. any other **person**, except the lessor or any employee or agent of the lessor, **using your leased auto** within the scope of consent of **you, your spouse**, or, if **you** are an entity other than a **person**, within the scope of consent of the first **person** listed as Designated Representative on the Automobile Declaration, or their **spouse**.
2. **your leased auto** means:
 - a. the vehicle shown on the Automobile Declaration which **you** lease for a continuous period of at least six (6) months under a written agreement which requires **you** to provide primary insurance for the lessor; and
 - b. any substitute or replacement **auto** furnished to **you** by the lessor named on the Automobile Declaration.
3. **we** may cancel this policy at any time, as provided by the terms of this policy. In the event the policy should expire and not be renewed, or is canceled for any reason, the Additional Insured - Lessor named on the Automobile Declaration will be given ten (10) days notice before such expiration or cancellations will become effective with respect to the Additional Insured - Lessor's interest.
4. the Additional Insured - Lessor will, on demand, pay any premium due under this policy which **you** may neglect to pay.
5. the Additional Insured - Lessor must notify **us** of any change of ownership or increase of hazard of which they have knowledge.
6. the designation of the Lessor as an Additional Insured will not operate to increase **our** limits of liability.

SNOWMOBILE

You have this coverage if Snowmobile is shown on the Automobile Declaration.

DEFINITIONS

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

Auto - means **snowmobile**.

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

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

but only if **you**:

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

Private passenger auto - means a factory built **snowmobile** designed solely to carry

2791 a person(s). This does not include industrial or commercial type snow equipment.
2792 This does not include rental equipment or equipment provided by retail, outfitters or
2793 guide operations. This does not include any homemade or altered **snowmobiles**.
2794 **Snowmobile** - means a land motor vehicle mechanically driven which utilizes sled
2795 type runners, or skis, or an endless belt tread, track or wheel(s), or combination of
2796 these, designed primarily for operation off public roads on snow or ice. **Snowmobile**
2797 does not include any vehicle propelled by propellers, fans, or forced air.
2798 **Trailer** - means a vehicle of a type designed to be towed by a **snowmobile**. It does
2799 not include a device designed or used to transport a **snowmobile**.

2800 2801 PART A - LIABILITY COVERAGE

2802 For purposes of this endorsement:

2803 The following exclusions are added to the section:

2804 **When PART A – LIABILITY COVERAGE Does Not Apply**

2805 There is no coverage:

- 2806 • for any **snowmobile** while rented or leased to any **insured** or organization other
2807 than **you**.
- 2808 • for any **insured** for **bodily injury** to any **insured** while **occupying**, or while
2809 being towed by, **your auto**.

2810 PART B – MEDICAL PAYMENTS COVERAGE

2811 For purposes of this endorsement, the following exclusion is added to the section:

2812 **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply**

2813 There is no coverage:

- 2814 • for any **snowmobile** while rented or leased to any **insured** or organization other
2815 than **you**.

2816 PART C – UNINSURED MOTOR VEHICLE COVERAGE

2817 For the purposes of this endorsement, the paragraph beginning: “An **uninsured**

2818 **motor vehicle** does not include a land motor vehicle:” within the definition of

2819 **uninsured motor vehicle** in PART C – UNINSURED MOTOR VEHICLE COVERAGE
2820 is amended as follows:

2821 An **uninsured motor vehicle** does not include a vehicle:

- 2822 1. insured for liability under this policy; or
- 2823 2. owned by or furnished or available for the regular **use of you, your spouse** or
2824 any of **your family members**, any **person** listed as Designated Representative
2825 on this policy or any of their **spouses** or their **family members**; or
- 2826 3. owned or operated by a **person** or organization qualifying as a self-insurer under
2827 any applicable motor vehicle financial responsibility law, motor carrier law or any
2828 similar law; or
- 2829 4. owned by any government or any of its political subdivisions or agencies; or
- 2830 5. other than a **snowmobile**, designed for use mainly off public roads except while
2831 on public roads; or
- 2832 6. while located for **use** as a premises; or
- 2833 7. other than a **snowmobile**, operated on rails or crawler treads.

2834 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

2837 For the purposes of this endorsement, the following exclusion is added to the section

2838 **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply** of

2839 PART D - COVERAGE FOR DAMAGE TO YOUR AUTO:

2840 There is no coverage for:

- 2841 • **loss** to any **snowmobile** while rented or leased to any **person** or organization
2842 other than **you**.

2843 MISCELLANEOUS TYPE VEHICLE

2844 **You** have this coverage if Miscellaneous Type Vehicle is shown on the Automobile
2845 Declaration.
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DEFINITIONS

When referring to coverage for the Miscellaneous Type Vehicle shown on the Automobile Declaration, the following definitions are replaced with the following:

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

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

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

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

1. tell **us** about it within thirty (30) days after its delivery; and
 - a. if the **auto** acquired replaces one shown on the policy it will have the same coverage as the **auto** it replaced; or
 - b. if the **auto** or **private passenger auto** acquired is an addition to any shown on **your** policy(s), it will have the broadest coverage **we** now provide for any one **auto** shown on **your** policy(s); and
2. pay **us** any additional amount due from the date of purchase.

If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned by **you, your spouse**, and if **you** are not a **person** the first **person** listed as Designated Representative on the Declaration, then **Newly Acquired Auto** also means a **private passenger auto** to which **you, your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration, have taken title to or are the leaseholder of, if it:

1. replaces one of **your private passenger autos**; or
2. is an added **private passenger auto**, but only if **you, your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration:
 1. tell **us** about it within thirty (30) days after its delivery; and
 - a. if the **private passenger auto** acquired replaces one shown on **your** policy, it will have the same coverage as the one it replaced; or
 - b. if the **private passenger auto** acquired is an addition to any shown on **your** policy(s), coverage from **your** Declaration with the highest limit of coverage which is in effect at both the time of purchase and the time of the covered accident will apply; and
 2. pay **us** any additional amount due from the date of purchase.

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

1. **you, your spouse**, or the **person(s)** listed as Designated Representative on the Automobile Declaration;
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 auto** or **auto** is or has within the last thirty (30) days been insured for liability coverage; and
 - b. **you, your spouse**, or the first **person** listed as Designated Representative on the Automobile Declaration, or their **family member** who does not own or

- 2905 lease such **private passenger auto** or **auto** is the driver;
2906
2907 3. any other **person** residing in the same household as **you, your spouse, your**
2908 **family members**, any **person(s)** listed as Designated Representative on the
2909 Automobile Declaration or any of their **family members**; or
2910 4. an employer of **you, your spouse, your family members**, and/or an employer
2911 of any of the **persons** listed as Designated Representative and/or Scheduled
2912 Operators on the Automobile Declaration, or any of their **spouses or family**
2913 **members**.

2914 If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned
2915 by **you, your spouse**, and if **you** are not a **person** the first **person** listed as
2916 Designated Representative on the Declaration, then **non-owned auto** also means a
2917 **private passenger auto** not owned by or registered or leased in the name of, or
2918 furnished or available for the regular **use** of:

- 2919 1. **you, your spouse**, or the **person(s)** listed as Designated Representative on the
2920 Automobile Declaration;
- 2921 2. any **family member** of any of the **persons** identified in 1. above, unless at the
2922 time of the accident or loss:
 - 2923 a. the **private passenger auto** is or has within the last thirty (30) days been
2924 insured for liability coverage; and
 - 2925 b. **you, your spouse**, or the first **person** listed as Designated Representative
2926 on the Automobile Declaration, or their **family member** who does not own or
2927 lease such **private passenger auto** is the driver;
- 2928 3. any other **person** residing in the same household as **you, your spouse, your**
2929 **family members**, any **person(s)** listed as Designated Representative on the
2930 Automobile Declaration or any of their **family members**; or
- 2931 4. an employer of **you, your spouse, your family members**, or the employer of
2932 any of the **persons** listed as Designated Representative on the Automobile
2933 Declaration or any of their **spouses or family members**.

2934 **Non-owned Auto** does not include any vehicle which is not in the lawful possession
2935 of the **person** operating it.

2936 **Private Passenger Auto** – means a land motor vehicle designed for **use** mainly on
2937 public roads:

- 2938 • with four (4) or six (6) wheels;
- 2939 • designed solely to carry **persons** and their luggage;
- 2940 • with a car or station wagon body;
- 2941 • with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight
2942 Rating (GVWR) of 10,000 pounds or less;
- 2943 • with a pickup truck body and pickup style bed that has:
 - 2944 ○ a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or
 - 2945 ○ a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or
 - 2946 ○ a curb weight of 6,500 pounds or less if an OEM (Original Equipment
2947 Manufacturer) GVW or GVWR is not available.

2948 **Private Passenger Auto** does not include any vehicle which can be used as a
2949 temporary or permanent dwelling or other premises.

2950 **Temporary Substitute Auto** – means an **auto** not owned or leased by **you, your**
2951 **spouse**, and if **you** are an entity other than a **person** the **persons** listed as
2952 Designated Representative on the Automobile Declaration, if it replaces **your auto**
2953 for a short time. Its use has to be with the consent of the owner. **Your auto** has to
2954 be out of use due to its breakdown, repair, servicing, damage or **loss**. A **temporary**
2955 **substitute auto** is not considered a **non-owned auto**.

2956 **Your Auto** – means the Miscellaneous Type Vehicle shown on the Automobile
2957 Declaration.

2958 PART A - LIABILITY COVERAGE

2959 **You** have PART A – LIABILITY COVERAGE for **your auto** if **your auto** shows Bodily
2960 Injury Liability and Property Damage Liability on the Automobile Declaration.

2961

2962 When referring to coverage for the Miscellaneous Type Vehicle shown on the
2963 Automobile Declaration, PART A – LIABILITY COVERAGE is amended as follows:
2964

2965 **Who is an Insured**

2966 Item II. in the section **Who is an Insured** of PART A – LIABILITY COVERAGE is
2967 replaced with the following:

2968 **II. When we refer to a non-owned auto, insured means:**

2969 1. If the first party listed as the Named Insured on the Automobile Declaration is a
2970 **person**, then that **person** is an **insured**, as well as:

2971 A. his/her **spouse**;

2972 B. his/her **family members**, provided the **family member** claiming coverage
2973 does not own or lease a **private passenger auto** or an **auto** and such **family**
2974 **member's** use of the **non-owned auto** is within the scope of consent of the
2975 first **person** listed as the Named Insured on the Automobile Declaration or
2976 their **spouse**, and the owner of such **auto**.

2977 If the **non-owned auto** is an All-Terrain Vehicle (ATV) and if coverage is
2978 applicable under this endorsement for such **non-owned auto**, this paragraph B. is
2979 amended as follows:

2980 B. his/her **family members**, provided such **family member's** use of the **non-**
2981 **owned auto** is within the scope of consent of the first **person** listed as the
2982 Named Insured on the Automobile Declaration or their **spouse**, and the owner
2983 of such **auto**.

2984 2. If the first party listed as the Named Insured on the Automobile Declaration is not a
2985 **person**, the first **person** listed as Designated Representative on the Automobile
2986 Declaration is an **insured**, as well as:

2987 A. his/her **spouse**;

2988 B. his/her **family members**, provided the **person** claiming coverage does not
2989 own or lease a **private passenger auto** or an **auto** and such **family**
2990 **member's** use of the **non-owned auto** is within the scope of consent of the
2991 first **person** listed as Designated Representative on the Automobile
2992 Declaration and the owner of such **auto**.

2993 If the **non-owned auto** is an All-Terrain Vehicle (ATV) and if coverage is
2994 applicable under this endorsement for such **non-owned auto**, this paragraph B. is
2995 amended as follows:

2996 B. his/her **family members**, provided such **family member's** use of the **non-**
2997 **owned auto** is within the scope of consent of the first **person** listed as the
2998 Named Insured on the Automobile Declaration or their **spouse**, and the owner
2999 of such **auto**.

3000 3. Any **person** or organization which does not own or hire the **non-owned auto** but
3001 is liable for its use by one of the **persons** or entities in 1. or 2. above, provided the
3002 use of such **non-owned auto** is within the scope of consent of one of the **persons**
3003 in 1. or 2. above, and the owner of such **auto**.

3004 There is no coverage for **non-owned autos** while:

3005 a. being repaired, serviced or used by any **person** while that **person** is working in
3006 any **auto business**; or

3007 b. used in any other **business** or occupation other than farming. This does not apply
3008 to a **private passenger auto** driven or occupied by the first **person** listed as the
3009 Named Insured on the Automobile Declaration or the first **person** listed as
3010 Designated Representative on the Automobile Declaration, their **spouse** or their
3011 **family members**.

3012 **When PART A – LIABILITY COVERAGE Does Not Apply**

3013 Paragraph 3. in the section **When PART A – LIABILITY COVERAGE Does Not**
3014 **Apply** is replaced with the following:

3015 There is no coverage:

3016 3. For any damages:

3017 a. for which the United States of America, or State Government, or State
3018

3019 Institution, or State Entity, or any of their departments or agencies might be
3020 liable for the **insured's use** of any vehicle.
3021 b. to property owned by, rented to, in charge of or transported by an **insured**. But
3022 coverage applies to:
3023 1) a rented residence or rented private garage rented to **you** and damaged
3024 by a vehicle **we** insure on this policy; or
3025 2) a **private passenger auto** or **auto**:
3026 a. operated by any **insured**; and
3027 b. owned by a **person** or organization engaged in the **business** of
3028 selling, repairing or servicing motor vehicles; and
3029 c. loaned to any **insured** for demonstration purposes or as a replacement
3030 for **your auto** while it is out of use due to breakdown, repair or
3031 servicing;
3032 if the motor vehicle insured under this endorsement is licensed in Missouri.
3033 3) a **private passenger auto**:
3034 a. in **your** possession; and
3035 b. owned by **your** employer; and
3036 c. damaged by **your or your family member's** negligence, or the first
3037 listed Designated Representative's or their **family member's**
3038 negligence, arising out of the **use of your auto**, a **newly acquired**
3039 **auto**, a **non-owned auto**, a **temporary substitute auto** not owned,
3040 leased or provided by **your** employer, or a **trailer** covered by PART A
3041 – LIABILITY COVERAGE of this policy.
3042 **We** will not pay more than fifteen thousand dollars (\$15,000) for such
3043 damages addressed in 3. b. 3) above.

3044 **If There Is Other Liability Coverage**

3045 Paragraph 1. of the section **If There is Other Liability Coverage** in PART A –
3046 LIABILITY of **your** policy is replaced with the following:

3047 1. Policies Issued by **Us**:

3048 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, if
3049 two or more vehicle liability policies issued by **us** to:

- 3050 a. **you**;
- 3051 b. **your spouse**;
- 3052 c. **your family members**;
- 3053 d. the **person(s)** listed as Designated Representative on the Automobile
3054 Declaration, their **spouse** or **family members**, or;
- 3055 e. any entity owned or controlled by **you**, **your spouse**, the **person(s)** shown
3056 as Designated Representative on the Automobile Declaration Pages(s) or
3057 their **spouses**;

3058 apply to the same driver and/or vehicle in a covered accident, the total limits of
3059 liability under all such policies shall not exceed that of the policy with the highest
3060 limit of liability showing on a Declaration of that policy that applies to such driver
3061 and/or vehicle. Regardless of the number of policies or Declarations that may
3062 apply, only one Declaration with the highest limit of liability will apply.

3063 If the Miscellaneous Type Vehicle shown on the Declaration is an All-terrain Vehicle
3064 (ATV) and there is liability coverage available for such ATV under a property liability
3065 policy with **us**, for the same accident, this policy is primary, but the sum of all
3066 payments from all such policies will not exceed that of the one highest limit of
3067 coverage available.

3068 PART B - MEDICAL PAYMENTS COVERAGE

3070 You have PART B – MEDICAL PAYMENTS COVERAGE if Medical Payments is
3071 shown on the Automobile Declaration for **your auto**.

3072 When referring to coverage for the Miscellaneous Type Vehicle shown on the
3073 Automobile Declaration, PART B – MEDICAL PAYMENTS COVERAGE is amended
3074 as follows:

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When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply

For the purposes of this endorsement, Exclusion 2. a. of the section **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply** of PART B – MEDICAL PAYMENTS COVERAGE of **your** policy is deleted and does not apply.

PART C – UNINSURED MOTOR VEHICLE COVERAGE

When referring to Uninsured Motor Vehicle coverage shown for the Miscellaneous Type Vehicle on the Automobile Declaration, the section **Who is an Insured** in PART C – UNINSURED MOTOR VEHICLE COVERAGE is replaced with the following:

Who is an Insured

Insured – means the **person** or **persons** covered by PART C – UNINSURED MOTOR VEHICLE COVERAGE.

This is:

1. the first **person** listed as the Named Insured on the Automobile Declaration and the 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 operated and occupied 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.
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 Collision or Other Than Collision coverage shown for the Miscellaneous Type Vehicle on the Automobile Declaration, exclusion 2. in the section **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO is deleted and does not apply.

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 **Who is an**

3132 **Insured** of UNDERINSURED MOTOR VEHICLE is replaced with the following:

3133 **Who is an Insured**

3134 **Insured** means:

- 3135 1. If the Named Insured on the Automobile Declaration is a **person**, then that
- 3136 **person(s)** is an **insured**, as well as:
- 3137 A. his/her **spouse**;
- 3138 B. his/her **family member(s)**;
- 3139 2. If the Named Insured(s) on the Automobile Declaration is not a **person**, the
- 3140 **person(s)** listed as Designated Representative on the Automobile Declaration is
- 3141 an **insured**, as well as:
- 3142 A. his/her **spouse**;
- 3143 B. his/her **family member(s)**;
- 3144 3. Any other **person** while **occupying your auto**, a **temporary substitute auto**, a
- 3145 **newly acquired auto** or trailer attached to such auto. Such auto or trailer has to
- 3146 be used within the scope of the consent of a Named Insured on the Automobile
- 3147 Declaration or their **spouse**.
- 3148 4. If the Named Insured on the Automobile Declaration is a **person**, any other
- 3149 **person** while **occupying an auto** not owned or leased by **you**, **your family**
- 3150 **member** or any **person** shown as a Scheduled Operator on the Automobile
- 3151 Declaration or their **family member**, while **occupying** a trailer attached to such
- 3152 auto. Such auto must be driven by **you** or **your family member** and within the
- 3153 titled owner's consent.
- 3154 5. Any **person** entitled to recover damages because of **bodily injury** to an **insured**
- 3155 under 1. through 4. above.
- 3156

3157 **We** do not provide **Underinsured Motor Vehicle** Coverage for **bodily injury**

3158 sustained by any **insured** using a vehicle without permission to do so.

3159

3160 **AUTO LOAN/LEASE**

3161 **You** have this coverage if Auto Loan/Lease is shown on the Automobile Declaration

3162 and the appropriate premium has been paid.

3163

3164 **Your auto** must:

- 3165 1. have Collision or Other Than Collision shown on the Declaration; and
- 3166 2. suffer a loss covered under PART D – COVERAGE FOR DAMAGE TO YOUR
- 3167 AUTO for either Collision or Other Than Collision shown on the Declaration; and
- 3168 3. be deemed a total loss by **us**.
- 3169

3170 All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO apply to this

3171 coverage, unless otherwise modified in this endorsement.

3172

3173 In the event **we** deem **your auto** to be a total loss as a result of a covered accident

3174 under this policy, this endorsement provides coverage toward any unpaid amount

3175 which is due on the lease or loan for **your auto** and which is covered under this

3176 endorsement. This amount does not include:

3177

- 3178 1. the amount paid under PART D – COVERAGE FOR DAMAGE TO YOUR AUTO
- 3179 of the policy;
- 3180 2. overdue lease/loan payments at the time of the **loss**;
- 3181 3. financial penalties imposed under a lease including but not limited to those for
- 3182 excessive use, abnormal wear and tear, or high mileage;
- 3183 4. security deposits not refunded by a lessor;
- 3184 5. costs for extended warranties, Credit Life Insurance, Health, Accident, or Disability
- 3185 insurance or other additional expenses not a part of the actual cost of the **auto**
- 3186 itself, purchased with the loan or lease.
- 3187

3188 **LIMIT OF LIABILITY**

3189 **Our** limit of liability for any **loss** covered by this endorsement will be the lesser of the
3190 following:
3191 1. The actual amount of the outstanding debt over and above the **actual cash value**
3192 **(ACV)** of the covered vehicle, but this amount does not include items excluded in
3193 2., 3., 4. and 5. above;
3194 2. An amount not to exceed 20% of the **actual cash value (ACV)** of the covered
3195 vehicle as agreed to in the settlement of any total loss covered by this policy.
3196 Subject to all terms of this endorsement, the most **we** will pay for any one claim under
3197 this endorsement is the outstanding debt for the loss payee listed on the Automobile
3198 Declaration for the covered vehicle as of the date of **loss**.
3199

3200 **UNINSURED MOTORISTS DAMAGE TO YOUR AUTO**

3201 **You** have this coverage if Uninsured Motorist Damage to Your Auto is shown on the
3202 Automobile Declaration and the appropriate premium has been paid.
3203

3204 **We** will pay for **loss to your auto, a newly acquired auto, temporary substitute**
3205 **auto** or a **non-owned auto**, including its equipment, caused by an **uninsured motor**
3206 **vehicle** as defined in this endorsement, subject to all definitions, duties and general
3207 provisions found in PART D - COVERAGE FOR DAMAGE TO YOUR AUTO.
3208 Any judgment for damages arising out of a suit brought without **our** written consent is
3209 not binding on **us**.
3210

3211 Under this endorsement **uninsured motor vehicle** means a land motor vehicle or
3212 **trailer**, the ownership, maintenance, or use of which:

- 3213 1. is not insured or bonded for bodily injury or property damage liability at the time of
3214 the accident; or
 - 3215 2. the insuring company denies coverage or is, or becomes, insolvent.
- 3216 An **uninsured motor vehicle** does not include a land motor vehicle:
- 3217 a. insured under this policy; or
 - 3218 b. owned by or furnished or available for the regular **use of you, your spouse,**
3219 any of **your family members**, the **persons** shown as Designated
3220 Representative on this policy's Automobile Declaration(s) or their **spouses** or
3221 **family members**; or
 - 3222 c. owned or operated by a **person** or organization qualifying as a self-insurer
3223 under any applicable motor vehicle financial responsibility law, motor carrier law
3224 or any similar law; or
 - 3225 d. owned by any government or any of its political subdivisions or agencies; or
 - 3226 e. designed for use mainly off public roads except while on public roads; or
 - 3227 f. while located for use as a premises; or
 - 3228 g. operated on rails or crawler treads.
3229

3230 **ADDITIONAL EXCLUSIONS**

3231 The following exclusions are added to the section of **When PART D – COVERAGE**
3232 **FOR DAMAGE TO YOUR AUTO Does Not Apply** of PART D – COVERAGE FOR
3233 DAMAGE TO YOUR AUTO:
3234

There is no coverage:

- 3235 • if **you** or any **person** shown as Designated Representative on the Automobile
3236 Declaration, or **your** legal representative or the legal representative of any
3237 **person** shown as Designated Representative, settles the property damage claim
3238 without **our** consent;
- 3239 • for the first \$250 of the amount of the property damage to any vehicle to which
3240 this coverage applies, as the result of any one accident. If a **loss** to more than
3241 one covered vehicle results from the same **collision**, only one \$250 deductible
3242 will apply;
- 3243 • to any motor vehicle that has physical damage coverage for collision loss
3244 applicable at the time of the accident;
- 3245 • if the owner or operator of the **uninsured motor vehicle** cannot be identified.

3246 This coverage will not apply directly or indirectly to benefit any insurer of the property.
3247 **We** do not provide coverage under UNINSURED MOTORISTS DAMAGE TO YOUR
3248 AUTO for punitive or exemplary damages.

DRIVE OTHER CAR

3249 **You** have this coverage if Drive Other Car is shown on the Automobile Declaration
3250 and the appropriate premium has been paid.

3251 This endorsement extends PART A - LIABILITY COVERAGE and PART B –
3252 MEDICAL PAYMENTS COVERAGE to the Scheduled Operator(s) and Designated
3253 Representative(s) shown on the Automobile Declaration, while operating a **business**
3254 or company owned **private passenger auto**, or a government owned **private**
3255 **passenger auto**.

3256 This coverage is excess coverage over and above any other applicable coverage.

3257 In addition to the exclusions in PART A – LIABILITY COVERAGE and PART B –
3258 MEDICAL PAYMENTS COVERAGE, there is no coverage under this endorsement
3259 for:

- 3260 1. any accident involving a vehicle owned in whole or in part, or leased, by **you, your**
3261 **spouse, your family members**, any **person** listed as Designated Representative
3262 on the Automobile Declaration, their **spouse**, or their **family members**, or any
3263 Scheduled Operator shown on the Automobile Declaration; or
- 3264 2. any military vehicle of any size or type; or
- 3265 3. any vehicle that is not a **private passenger auto**.

MISCELLANEOUS EQUIPMENT COVERAGE

3266 **You** have this coverage for a vehicle shown on the Automobile Declaration if
3267 Miscellaneous Equipment is shown for that vehicle on the Automobile Declaration and
3268 the appropriate premium for the Limit shown has been paid.

3269 **We** will pay up to the limit of coverage shown for Miscellaneous Equipment on the
3270 Automobile Declaration for **loss**, subject to all the definitions, duties and general
3271 provisions in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, to
3272 MISCELLANEOUS EQUIPMENT caused by:

- 3273 1. a loss covered under OTHER THAN COLLISION only if the Automobile
3274 Declaration shows Other Than Collision for **your auto**;
- 3275 2. a loss covered under COLLISION only if the Automobile Declaration shows
3276 Collision for **your auto**.

3277 **We** will also pay for **loss**, subject to all the definitions, duties and general provisions in
3278 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, to any accessories used
3279 with the Miscellaneous Equipment if they are **your** property, that of **your family**
3280 **member**, or that of a **person** shown as Designated Representative on the Automobile
3281 Declaration.

NEW VEHICLE REPLACEMENT COST FOR TOTAL LOSS

3282 **You** have this coverage if Replacement Cost for Total Loss on a Qualifying Vehicle is
3283 shown for **your auto** on the Automobile Declaration and **your auto** meets all
3284 requirements of this policy and this endorsement.

3285 To collect under this endorsement, **your auto** showing this coverage must be a new,
3286 previously untitled **auto**, and the **loss** must occur before twelve months have elapsed

3303 from the date of **your** purchase of the vehicle or before the vehicle has 15,000 miles
3304 on it, whichever comes first.

3305
3306 Except as specifically modified by this endorsement, all terms in PART D –
3307 COVERAGE FOR DAMAGE TO YOUR AUTO apply.

3308
3309 In the event of a covered total **loss** to a qualifying vehicle as deemed by **us**, the **Limit**
3310 **of Coverage – Other than Collision and Collision** in PART D – COVERAGE FOR
3311 DAMAGE TO YOUR AUTO is amended to read as follows:

3312
3313 **Limit of Coverage – Other than Collision and Collision**

3314 The limit of **our** liability for total **loss** shall be the cost of a new vehicle of:

- 3315 (1) the same make, if possible;
3316 (2) similar vehicle size and class;
3317 (3) similar body type and equipment;

3318 as **your auto** damaged in the accident.

3319 If a new vehicle of the same year is no longer available anywhere, **we** will use the next
3320 newest year available.

3321
3322 The most **we** will pay for:

3323 (1) paint, wraps, decals, and other items of non-electronic equipment, custom
3324 wheels, alterations or modifications which were added to **your auto** after the time
3325 of its original sale; and

3326 (2) any child restraint systems or other items of safety equipment required by
3327 Federal or State law to be present in the vehicle; and

3328 (3) camper shells or bed liners not attached to **your auto**;

3329 is \$1,000 for any one accident regardless of the number of such items damaged or
3330 stolen.

3331
3332 This endorsement does not automatically apply to any replacement vehicle nor does it
3333 apply to any additional vehicle acquired during the policy period, unless:

3334 (1) The additional or replacement vehicle is less than twelve (12) months old or has
3335 less than 15,000 miles; and

3336 (2) The additional or replacement vehicle has not been previously titled.

3337

3338 JOINT OWNERSHIP

3339

3340 **You** have this coverage if Joint Ownership is shown on the Automobile Declaration.

3341 When Joint Ownership is shown for a vehicle on the Automobile Declaration the
3342 following portions of the policy are amended for that vehicle as follows:

3343

3344 PART A – LIABILITY COVERAGE

3345

3346 **Who is an Insured**

3347 For the purposes of this endorsement, the following paragraph is added to **I.** in the
3348 section **Who is an Insured** of PART A – LIABILITY COVERAGE, immediately
3349 following 5.E. but not a part of paragraph 5.E.

3350

3351 If the Automobile Declaration shows Joint Ownership under Endorsements of the
3352 **Coverages** section of the Declaration, when **we** refer to **your auto, insured** also
3353 means the **person(s)** and/or entity(s) shown under Joint Ownership on the Automobile
3354 Declaration.

3355 **Limits of Liability**

3356 For the purposes of this endorsement, Sub-paragraph 3.a.1) of the section **Limits of**
3357 **Liability** in PART A – LIABILITY COVERAGE is replaced with the following:

3358 3. Regardless of the opening paragraph under **Limits of Liability** above and the
3359 limits of Bodily Injury Liability and Property Damage Liability shown on the

3360 Automobile Declaration, the limits of liability will not exceed the applicable limit of
3361 liability mandated by the Financial Responsibility Law of the state in which the
3362 accident occurred for:

3363 a. Any **person**, entity or organization **using your auto**, a **newly acquired**
3364 **auto**, **temporary substitute auto**, or **trailer** to which PART A – LIABILITY
3365 COVERAGE applies, other than:

3366 1) **You**, the **person(s)** shown as Designated Representative on the
3367 Automobile Declaration, and if the Automobile Declaration shows Joint
3368 Ownership the **person(s)** and/or entity(s) shown under Joint Ownership
3369 on the Automobile Declaration, providing **you**, the **persons** shown as
3370 Designated Representative and Joint Owner have a valid driver's
3371 license that is not suspended or revoked on the date of the accident.

3372
3373

3374 **When PART A – LIABILITY COVERAGE Does Not Apply**

3375 For the purposes of this endorsement, the following subparagraph 5) is added to
3376 paragraph 1. b. in the section **When PART A – LIABILITY COVERAGE Does Not**
3377 **Apply** of PART A – LIABILITY COVERAGE:

3378 There is no coverage:

3379 1. While any vehicle insured under this section is:

3380

3381 b. being repaired, serviced or used by any **person** employed or engaged in any
3382 way in an **auto business**. This does not apply to:

3383

3384 5) a **person(s)** and/or entity(s) shown under Joint Ownership on the
3385 Automobile Declaration

3386

3387 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

3388 **Who is an Insured**

3389 For the purposes of this endorsement, the following paragraph is added to the section

3390 **Who is an Insured** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO,
3391 immediately following paragraph 5. B., but not a part of paragraph 5. B.:

3392

3393 If the Automobile Declaration shows Joint Ownership under Endorsements of the
3394 **Coverages** section of the Declaration **insured** also means the **person(s)** and/or
3395 entity(s) shown under Joint Ownership on the Automobile Declaration.

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

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 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 for more information about these products, offered by Missouri Farm Bureau Insurance:

Property Insurance for Farms, Homes, Mobile Homes, Condos and Personal Property

Personal Liability Insurance

Farm Liability Insurance

Commercial Liability Insurance

Commercial Property Insurance

Commercial Auto Insurance

Boat Insurance

Umbrella Liability Insurance

Life Insurance

Health Insurance