

A Service of  
**MISSOURI FARM BUREAU**

**AUTOMOBILE  
INSURANCE  
POLICY**



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

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

3  
4                   **DEFINED WORDS**

5  
6                   **We** define some words to make this policy easier to read and understand. Defined  
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 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  
124

## 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  
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.  
173

174 All other policy terms and conditions apply. Customer reward points may be  
175 accumulated from other qualifying insurance policies issued by **us**. All accumulated  
176 customer reward points gained through this policy or any other qualifying policy are  
177 surrendered and have no value if **you** fail to continuously maintain an active qualifying  
178 policy. Benefits such as those described above may be modified or discontinued at  
179 any time.  
180

## 181 **POLICY PERIOD AND TERRITORY**

### 182 **When Coverage Applies**

183 The coverages **you** chose apply to covered accidents and losses that take place  
184 during the policy period.  
185 The policy period is shown on the Automobile Declaration. The policy period begins  
186 and ends at 12:01 A.M. Central Standard Time. Any change(s) in coverage made  
187 during the policy period begins at 12:01 A. M. Central Standard Time on the effective  
188 date shown for the change on the Automobile Declaration.  
189

### 190 **Where Coverage Applies**

191 The coverages **you** chose apply:  
192 1. in the United States of America, its territories and possessions, Puerto Rico or  
193 Canada; and  
194 2. while **your auto** is being shipped between their ports.  
195  
196  
197

## 198 **LOSS PAYABLE CLAUSE**

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

- 201 1. **you** and, if unpaid, the repairer; or
- 202 2. **you** and such loss payee, as its interest may appear, when **we** find it is not  
203 practical to **repair your auto**; or
- 204 3. the loss payee, as to its interest, if **your auto** has been repossessed.  
205

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

- 209 1. an act of negligence of the owner or borrower, except the failure to pay the  
210 premium when due; or
- 211 2. a change in the ownership or interest unknown to **us**, unless the loss payee  
212 knew of it and failed to tell **us** within 10 days; or
- 213 3. an error in the description of the vehicle; or
- 214 4. damage to the property caused by **you**.  
215

216 **We** may cancel this policy according to its terms. The date of cancellation of the loss  
217 payee's interest will be at least 10 days after the date **we** mail or electronically  
218 transmit the cancellation notice.  
219

220 Whenever **we** pay the loss payee any sum for **loss** or damage under this policy, **we**  
221 will be entitled to the loss payee's right of recovery to the extent of **our** payment. **Our**  
222 right of recovery shall not impair the loss payee's right to recover the full amount of its  
223 claim.  
224

## DUTIES AFTER AN ACCIDENT OR LOSS

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### 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.

The notice must give **us**:

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

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

If a claim or suit is made against any **insured**, an **insured** must at once send **us** every demand, notice or claim made and every summons or legal process received, including petitions filed in a court of law and amended petitions.

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

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

- a. submit a proof of loss when required by **us**. The proof of loss shall include, but not be limited to:
  - i. the date, time, and cause of **loss**,
  - ii. the interest of the **insured** and all others in the property,
  - iii. all debts or liens on the property,
  - iv. all other insurance policies that apply to the **loss**, and
  - v. changes in title, use, garaging location or possession of the property.
- b. make a prompt report to the police when the **loss** is the result of theft, larceny or vandalism.
- c. protect the damaged vehicle. **We** will pay any reasonable expense incurred to do it.
- d. show **us** the damage when **we** ask.
- e. provide all records, receipts and invoices, or certified copies of them. **We** may make copies and/or store or replicate these.

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

### 4. Other Duties Under PART B - MEDICAL PAYMENTS COVERAGE, PART C - UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR VEHICLE coverage

Any **person** who suffers a **bodily injury** and intends to present a claim under one of these coverages must notify **us** of the claim in writing as soon as reasonably possible after the **person's** first examination or treatment resulting from the **bodily injury**. Another **person** may give **us** the required notice on behalf of the injured **person**.

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

- a. give **us** all the details about the death, injury, treatment and other information, records and reports **we** need to determine the amount payable.
- b. be examined by physicians chosen and paid by **us** as often as **we** deem reasonable and necessary. A copy of the report will be sent to the injured **person** upon written request. If the **person** is dead or unable to act, his or her legal representative shall authorize **us** to obtain all medical reports and records. These requests for examinations do not waive **our** right later to an independent medical examination should suit be filed.
- c. let **us** see the vehicle the **person** was **occupying** in the accident.
- d. send **us** at once a copy of all suit papers if the **person** sues the party liable for the accident for damages.
- e. report a "phantom vehicle" accident to the police within 24 hours and to **us** within 30 days and provide **us** with:
  - 1) the name and address, if known, of the owner or operator of the

- 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.

301

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**

308

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:

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1. A **person, insured** also means:
    - A. **your spouse**;
    - B. the **family members** of the first **person** listed as the Named Insured on this policy;
    - C. any other **person** while **using** such an **auto** or **trailer** if its **use** is within the scope of consent of **you** or **your spouse**; and
    - D. any other **person** or organization liable for the **use** of such an **auto** or **trailer** by one of the above **insureds**.
  2. A partnership or joint venture, **insured** also means:
    - A. **your** members or partners;
    - B. the **person(s)** listed as Designated Representative and Scheduled Operator on this policy's Automobile Declaration(s);
    - C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
    - D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated Representative on the Automobile Declaration;
    - E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 2.A.-D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 2. A. was in respect to activities associated with the partnership or joint venture shown as Named Insured on this policy.
  3. A limited liability company, **insured** also means:
    - A. **your** members or managers;
    - B. the **person(s)** listed as Designated Representative and Scheduled Operator on this policy's Automobile Declaration(s);
    - C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
    - D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated Representative on the Automobile Declaration;
    - E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 3.A.-D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 3. A. was in respect to activities associated with the limited liability company shown as Named Insured on this policy.
  4. A Corporation, **insured** also means:
    - A. **your** officers, directors or shareholders;
    - B. the **person(s)** listed as Designated Representative and Scheduled Operator on this policy's Automobile Declaration(s);
    - C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
    - D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated Representative on the Automobile Declaration;
    - E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 4.A.-D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 4. A. was in respect to activities associated with the Corporation shown as Named Insured on this policy.
  5. A Trust or other entity, **insured** also means:
    - A. **your** executors, administrators, trustees, or directors, of the Trust or other entity;
    - B. the **person(s)** listed as Designated 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 **1. NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE**  
567 **WILL BE ALLOWED BY THIS POLICY.**

568 This is true regardless of the number of:

- 569 a. **Insureds**;
- 570 b. Policies issued;
- 571 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.
- 659
- 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.

857  
858 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL**  
859 **BE ALLOWED BY THIS POLICY.**  
860

861 **Motor Vehicle Compulsory Insurance Law or Financial Responsibility Law**

- 862 1. Out-of-State Coverage:  
863 If an **insured** under the liability coverage is in another state, U.S. territory or  
864 possession, Puerto Rico, or Canada and, as a non-resident, becomes subject to  
865 its motor vehicle compulsory insurance, financial responsibility or similar law for a  
866 covered loss:  
867 a. the policy will be interpreted to give the coverage required by the law; and  
868 b. the coverage so given replaces any coverage in this policy to the extent  
869 required by the law for the **insured's use** of an **auto** insured under this  
870 policy.  
871 Any coverage so extended shall be reduced to the extent other coverages apply,  
872 including PART B – MEDICAL PAYMENTS COVERAGE, to the accident. In no  
873 event shall a **person** collect more than once.
- 874 2. Financial Responsibility Law:  
875 When certified under any law as proof of future financial responsibility, and while  
876 required during the policy period, this policy shall comply with such law to the  
877 extent required. The **insured** agrees to repay **us** for any payment **we** would not  
878 have had to make under the terms of this policy except for this agreement.  
879

880  
881 **PART B - MEDICAL PAYMENTS COVERAGE**  
882

883 Subject to all terms of this contract, **you** have this coverage if Medical Payments  
884 appears on the Automobile Declaration, and the appropriate premium for the Limit  
885 shown has been paid.  
886

887 **MEDICAL EXPENSES**

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

897 Reasonable medical expenses do not include expenses:  
898 1. for treatment, services, products or procedures that are:  
899 a. experimental in nature, for research or not primarily designed to serve a  
900 medical purpose; or  
901 b. not commonly and customarily recognized throughout the medical profession  
902 and within the United States as appropriate for the treatment of the **bodily**  
903 **injury**; or  
904 2. incurred for:  
905 a. the use of thermography or other related procedures of a similar nature; or  
906 b. the use of acupuncture or other related procedures of a similar nature; or  
907 c. the purchase or rental of equipment not primarily designed to serve a medical  
908 purpose; or  
909 d. massage therapy.  
910 **We** have the right to engage reviewers, consultants and data providers in formulating  
911 **our** judgment as to whether the charges are reasonable and necessary charges for  
912 the **bodily injury** sustained. The determination of whether charges are reasonable  
913 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

1012 **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply**

1013 There is no coverage:

- 1014 1. While a **non-owned auto** is used:
- 1015 a. by any **person** employed or engaged in any way in an **auto business**; or
- 1016 b. in any **business**. This does not apply when the first **person** listed as the
- 1017 Named Insured on the Automobile Declaration or the first **person** listed as
- 1018 Designated Representative on the Automobile Declaration, their **spouse**, their
- 1019 **family member**, or a Scheduled Operator listed on the Automobile
- 1020 Declaration, is operating or **occupying a private passenger auto**.
- 1021 2. While **occupying** or through being struck by any motor vehicle or trailer:
- 1022 a. designed mainly for use off public roads while off public roads; or
- 1023 b. located for use as a residence or premises; or
- 1024 c. that runs on rails or crawler treads.
- 1025 3. For **bodily injury** caused by or as a consequence of:
- 1026 a. discharge of a nuclear weapon (even if accidental);
- 1027 b. war (declared or undeclared);
- 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

#### 1097 **PART C – UNINSURED MOTOR VEHICLE COVERAGE**

1098  
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.  
1102

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

1108 **Uninsured Motor Vehicle** means:

- 1109 1. a land motor vehicle, the ownership maintenance or use of which:  
1110 a. is not insured or bonded for **bodily injury** liability at the time of the accident; or  
1111 b. the insuring company denies coverage or is, or becomes, insolvent;  
1112 2. a "phantom vehicle" which is a land motor vehicle whose owner or driver remains  
1113 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

#### 1139 **Who is an Insured**

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

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.

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### Payment of Loss

We may pay:

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

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

### Limits of Liability

1. The amount of coverage is shown on the Automobile Declaration under **Limits**, for Uninsured Motor Vehicle – Per Person / Per Accident. Under Per Person is the amount of coverage for all damage, including damages for care and loss of services, consortium or death, arising out of and due to **bodily injury** to one **person**. Under Per Accident is the total amount of coverage, subject to the amount shown under Per Person, for all such damages arising out of and due to **bodily injury** to two or more **persons** in the same accident. **Persons** having a derivative claim including but not limited to a claim for loss of care or services do not constitute a separate and distinct **bodily injury** or limit of coverage. Only one “Per Person” limit applies for all damages and claims of all claimants arising out of one **person’s bodily injury**.
2. The limits shown on the Declaration for Uninsured Motor Vehicle will be reduced by any payment, whether yet made, to, or for, the **insured**:
  - a. by or for any **person** or organization who is or may be held legally liable for the **bodily injury** to the **insured**; or
  - b. for **bodily injury** under the liability coverage of any other policy.
3. The limits shown on the Declaration for Uninsured Motor Vehicle will be reduced by any payment, whether yet made, to, or for, the **insured** under PART A – LIABILITY COVERAGE of this policy.
4. The limits shown on the Declaration for Uninsured Motor Vehicle are not increased because:
  - a. more than one vehicle is insured under this policy; or
  - b. more than one **person** is insured at the time of the accident.
5. Regardless of the limits for Uninsured Motor Vehicle shown on the Automobile Declaration, the limits for PART C – UNINSURED MOTOR VEHICLE COVERAGE will not exceed the applicable limit of Uninsured Motor Vehicle coverage mandated by the Financial Responsibility Law of the state in which the accident occurred for:
  - a. any **person** other than **you, your spouse, your family member** or Scheduled Operator shown on the Automobile Declaration as of the date of the accident, who with **your** consent is **occupying your auto, a newly acquired auto, temporary substitute auto, non-owned auto, or trailer** that is either attached to one of these **autos** or shown as a vehicle insured for Uninsured Motor Vehicle on the Automobile Declaration; and
  - b. any **person** operating a vehicle to which this PART C – UNINSURED MOTOR VEHICLE COVERAGE applies, if the operator’s driver’s license is suspended or revoked at the time of the accident.

### Other Insurance

1. If an **insured** sustains **bodily injury** while on a bicycle or as a pedestrian or while **occupying** a vehicle that is not owned or leased by that **insured** and that is not **your auto**, any coverage under this policy that applies will be excess over any other uninsured motor vehicle coverage.
2. Subject to 1. above, 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.  
1245

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.

1294 EFFECT OF UNINSURED MOTORIST INSURANCE LAWS OR FINANCIAL  
1295 RESPONSIBILITY LAWS

1296 If an applicable uninsured motorist law or financial responsibility law renders any  
1297 provision of this Part of the policy unenforceable, **we** will provide only the minimum  
1298 limits mandated by such law. However, if other insurance covers an **insured's** claim  
1299 and provides those required minimum limits, the provisions of this policy are fully  
1300 enforceable.

1301  
1302 All provisions of this Part of the policy which exceed the requirements of any  
1303 applicable uninsured motorist insurance law or financial responsibility law, or are not  
1304 governed by it, are fully enforceable.  
1305  
1306

1307 **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**  
1308

1309 Subject to all terms of this contract, **you** have:

- 1310  
1311 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 **COLLISION**

1468 **You** have this coverage if Collision appears on the Automobile Declaration. The  
1469 deductible amount for this coverage is shown on the Declaration.

1470 **We** will pay that portion of a covered **collision loss** to an **auto** for which this  
1471 COLLISION coverage applies, but only for the amount of each such **loss** in excess of  
1472 the deductible amount. If the **collision** is with another **auto** insured with **us**, **you** do  
1473 not pay **your** deductible.  
1474

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

#### 1501 **Settlement of Loss** – OTHER THAN COLLISION (OTC) or COLLISION

1502 **We** have the right to settle a **loss** with **you** or the owner of the property in one of the  
1503 following ways; at **our** option:

- 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.

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

Appraisal shall be conducted according to the following procedure.

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

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

### **Trailer Coverage**

#### **1. Owned Trailer**

**Your trailer** is covered:

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

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

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

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

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

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

The most **we** will pay under the OTHER THAN COLLISION (OTC) or COLLISION coverage for a **loss** to such non-owned **trailer** is \$2,500.

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

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

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

There is no coverage for:

#### **1. A non-owned auto:**

- a. while being repaired, serviced, operated, maintained, occupied or used by any **person** while that **person** is working in any **auto business**; or
- b. while used in any other **business** or occupation other than farming. This does not apply to a **private passenger auto** driven or occupied by the first **person** listed as the Named Insured on the Automobile Declaration, his/her **spouse** or **family member**, or the first **person** listed as Designated Representative on

1569 the Automobile Declaration, his/her **spouse** or **family member**; or  
1570 c. when operated, maintained, occupied or used by an **insured** outside the  
1571 scope of consent of the owner of the vehicle; or  
1572 d. being operated, maintained, occupied or used by any **person** while employed  
1573 or otherwise engaged in the **business** of selling, repairing, servicing, storing,  
1574 or parking vehicles designed for **use** on public highways. This includes road  
1575 testing and delivery.

1576 2. A **non-owned auto** or **temporary substitute auto** that is not a **private**  
1577 **passenger auto**.

1578 3. Any:

1579 a. vehicle while rented to others;  
1580 b. lien or lease interest not shown on this contract;  
1581 c. vehicle owned by a **person** or organization engaged in the **business** of  
1582 selling, leasing, renting, repairing, servicing, maintaining, installing or replacing  
1583 equipment in or on, cleaning, storing, parking, or transporting motor vehicles.  
1584 An exception is a **private passenger auto** which has been rented by **you** or  
1585 the first **person** shown as Designated Representative on the Automobile  
1586 Declaration, rental considerations have been paid by **you** or the first **person**  
1587 shown as Designated Representative, and RSMo 379.201 does not provide  
1588 coverage for such rented vehicle under PART A – LIABILITY COVERAGE of  
1589 this policy;  
1590 d. vehicle loaned to any **insured**, Scheduled Operator, or **family member** of any  
1591 Scheduled Operator, for demonstration purposes or as a replacement for **your**  
1592 **auto** while it is out of **use** due to breakdown, repair or servicing; or  
1593 e. vehicle otherwise covered by this policy, while it is being used at the time of an  
1594 accident as a public livery or conveyance to transport or carry **persons** or  
1595 property for any compensation or suggested donation. This includes, but is not  
1596 limited to:  
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**.  
1669  
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

## CONDITIONS

1694  
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

1899 **MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY**

1900 **ASSOCIATION COVERAGE LIMITATION ENDORSEMENT**

- 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.  
1936

#### 1937 **LOSS TO PERSONAL PROPERTY**

1938  
1939 The coverage provided by this endorsement applies only if Loss to Personal Property  
1940 is shown on the Automobile Declaration and the appropriate premium has been paid.  
1941 All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO apply to the  
1942 personal property covered by this endorsement, unless otherwise modified in this  
1943 endorsement.

1944 **We** will pay up to the amount shown on the Automobile Declaration, minus a \$25.00  
1945 deductible per **loss**, for personal property and effects damaged suddenly,  
1946 accidentally, and directly in a covered COLLISION or OTHER THAN COLLISION  
1947 (OTC) **loss**, while in **your auto**, a **newly acquired auto** or **temporary substitute**  
1948 **auto**. The amount payable will not exceed the fair market value of the damaged,  
1949 destroyed or stolen property immediately prior to the **loss**.  
1950

#### 1951 **ADDITIONAL EXCLUSIONS**

1952 This coverage will not apply:

- 1953 1. to theft of or **loss** to:
- 1954 a. any electronic equipment that receives, sends, displays, transmits or stores  
1955 signals, sound, data, images or other media and powered by electricity,  
1956 battery, or solar sources;
  - 1957 b. any other electronic equipment that receives or transmits audio, visual or data  
1958 signals;

1959 c. tapes, records, discs, flash drives, game cartridges, cards, chips or other  
1960 media used with equipment described in a. or b; above; or  
1961 d. any other accessories used with equipment described in a. or b. above.  
1962 For the purposes of this endorsement, this exclusion 1. replaces exclusion 7. in  
1963 the section **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does**  
1964 **Not Apply** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.  
1965 2. to theft of any property used or intended for use in any trade, occupation, vocation,  
1966 or **business**.  
1967 3. to theft loss unless **you** or **your** representative have reported the theft loss to the  
1968 proper police authorities having jurisdiction at the location where the theft  
1969 occurred.  
1970 For the purposes of, and subject to all terms of, this endorsement, 13. in the section  
1971 **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply** of  
1972 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO does not apply to this  
1973 coverage.  
1974

#### COMBINED SINGLE LIMIT LIABILITY

1975  
1976  
1977 The coverage provided by this endorsement applies only if Combined Single Limit is  
1978 shown under Bodily Injury Liability/Property Damage Liability on the Automobile  
1979 Declaration and the appropriate premium for the Limit shown has been paid.  
1980

1981 The first paragraph of the **Limits of Liability** section of PART A – LIABILITY  
1982 COVERAGE is replaced by the following:

1983 The amount shown on the Automobile Declaration under **Limits** for Bodily  
1984 Injury/Property Damage/Combined Single Limit refers to all covered damages,  
1985 including damages for care and loss of services, arising out of and due to **bodily**  
1986 **injury** to all **persons** and all property damage, resulting from any one covered  
1987 automobile accident. **Our** limit of liability for covered losses will not exceed the amount  
1988 shown under **Limits** for Bodily Injury/Property Damage/Combined Single Limit on  
1989 **your** Declaration.

1990 Only one of **your** Declarations will apply to any vehicle and/or driver in a covered  
1991 accident.  
1992

#### ACCIDENTAL DEATH BENEFITS

1993  
1994  
1995 **You** have this coverage if Accidental Death Benefits is shown on the Automobile  
1996 Declaration and the appropriate premium for the Limit shown has been paid.  
1997

1998 If **you** are a **person**, **we** will pay the applicable amount shown on the Automobile  
1999 Declaration for accidental death to **you**, **your spouse** or **your family member**. If **you**  
2000 are an entity other than a **person**, **we** will pay the applicable amount shown on the  
2001 Automobile Declaration for accidental death to any **person** listed as Designated  
2002 Representative on the Automobile Declaration. This amount is payable upon proof of  
2003 death which occurs within sixty (60) days of the date of the covered accident.  
2004 This accident must:

- 2005 1. be the direct cause of internal or external **bodily injury**; and
- 2006 2. be the sole cause of the death; and
- 2007 3. result while:
  - 2008 a. operating;
  - 2009 b. **occupying**;
  - 2010 c. repairing, servicing, or maintaining;
  - 2011 an **auto** or **trailer**; or
  - 2012 d. being injured while on a bicycle or as a pedestrian by an **auto**, **trailer**,  
2013 motorcycle, or truck-tractor designed to pull a **trailer** or semi-trailer.

2014 If **you** are an entity other than a **person**, Number 3. above is amended to read:

- 2015 3. result while:  
2016 a. operating;  
2017 b. **occupying**;  
2018 c. repairing, servicing, or maintaining;  
2019 **your auto, a temporary substitute auto, newly acquired auto or your trailer**;  
2020 or  
2021 d. being injured while on a bicycle or as a pedestrian by an **auto, trailer,**  
2022 motorcycle, or truck-tractor designed to pull a **trailer** or semi-trailer.

### 2023 **LIMIT OF LIABILITY**

2024 The limit shown on the Automobile Declaration for this coverage is **our** maximum Limit  
2025 of Liability for each **person** terminally injured in any one accident. This is the most **we**  
2026 will pay regardless of the number of:

- 2027 1. **insureds**;  
2028 2. claims made;  
2029 3. vehicles or premiums shown on the policy;  
2030 4. vehicles involved in the accident; or  
2031 5. policies issued by **us**.

### 2032 **EXCLUSIONS**

2033 **We** do not provide coverage for any death resulting directly or indirectly from any of  
2034 the following or if any of the following contributes in any way:

- 2035 • intentional or voluntary gas poisoning or asphyxiation;  
2036 • discharge of a nuclear weapon (even if accidental);  
2037 • war, declared or undeclared, or any act incident thereto;  
2038 • riot or civil commotion;  
2039 • civil war;  
2040 • insurrection;  
2041 • rebellion or revolution;  
2042 • suicide, while sane;  
2043 • **insured** or covered **person** committing a felonious act;  
2044 • resisting arrest or fleeing from justice;  
2045 • **occupying** any vehicle designed for racing or any vehicle while competing in, or  
2046 practicing or preparing for, any racing or speed contest or other competitive event.  
2047 Competitive event does not mean participating in a parade or car show;  
2048 • testing any vehicle on any track or speedway or while riding on a vehicle with  
2049 three or less wheels that is not a vehicle shown as having this coverage on this  
2050 policy;  
2051 • engaged as a mechanic or serviceman while towing, pushing, working on,  
2052 repairing, overhauling, or testing a vehicle;  
2053 • engaged as an employee or volunteer of any police or fire department while on  
2054 duty;  
2055 • in military, naval, marine, air, or any other armed service of any country at war,  
2056 whether such war be declared or undeclared;  
2057 • transmission of a communicable disease;  
2058 • operation of a motor vehicle by the deceased with illegal drugs present in their  
2059 system or with their blood alcohol exceeding the state's legal limit where the  
2060 accident occurred, at the time of the accident.

### 2062 **ADDITIONAL CONDITIONS**

2063 Written notice on which claim may be based must be given to **us** within twenty (20)  
2064 days after the date of the accident from which such claim arises. Failure to give notice  
2065 within the twenty (20) day period will not invalidate any claim if it can be shown by the  
2066 **person** making the claim not to have been reasonably possible to give such notice  
2067 and that notice was given as soon as was reasonably possible. Proof of loss must be  
2068 furnished to **us**, at **our** home office, within ninety (90) days after the date of such  
2069

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  
2077 **We** will have the right and opportunity to request an autopsy, at our expense, where  
2078 such is not forbidden by law.

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  
2097  
2098

#### EMPLOYER'S NON-OWNER LIABILITY

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  
2114  
2115

#### DISABILITY INCOME

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

#### 2143 LIMITS

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

#### 2156 ADDITIONAL DEFINITIONS

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  
2170 policy, while such vehicle is being used at the time of an accident as a public  
2171 livery or conveyance to transport or carry **persons** or property for any  
2172 compensation or suggested donation. This includes, but is not limited to:  
2173 1) while a driver is logged onto a **transportation network company's** digital  
2174 network; or  
2175 2) while a driver provides a prearranged ride.

2176 **We** will provide coverage, not otherwise excluded, for:

- 2177 1) **you**; and  
2178 2) **your family members** who do not own or lease an **auto**;  
2179 while a passenger (non-operator) of a **non-owned auto** being used for such  
2180 purposes at the time of the accident;  
2181 b. anyone while **occupying** any vehicle while located as a residence or

- 2182 premises; or  
2183 c. anyone while **occupying** any vehicle including, but not limited to, a  
2184 motorcycle, motorized scooter, motorized bicycle, go-cart, dune buggy,  
2185 moped, mini bike, utility bike, pocket rocket, motorized mini truck, mini car,  
2186 mini utility vehicle, recreational vehicle, all-terrain vehicle, snowmobile, or any  
2187 other similar vehicle unless the vehicle is shown on the Declaration as having  
2188 this coverage.
- 2189 2. sustained by **you, your spouse** or any of **your family members**:  
2190 a. while **occupying** an **auto** owned by or furnished for the regular **use** of  
2191 **you, your spouse** or any of **your family members**, other than **your auto**, a  
2192 **newly acquired auto, temporary substitute auto, non-owned auto** or  
2193 **trailer**; or  
2194 b. while **occupying** or through being struck by:  
2195 1) a farm type tractor or other equipment designed for use principally off  
2196 public roads, while not upon public roads; or  
2197 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:  
2200 a. any **auto** in the **auto business**; or  
2201 b. any **auto** used in any trade, occupation, vocation or **business**, except  
2202 operation or **occupancy** of a **private passenger auto** by **you** or by **your**  
2203 private chauffeur or domestic servant; or  
2204 c. a **trailer** used with any vehicle identified in 1., 2., or 3.
- 2205 4. due to war.
- 2206 5. to any **person** if such **person's** conduct contributed to the **bodily injury** in any of  
2207 the following ways:  
2208 a. causing an expected or intended injury even if the resulting **bodily injury** is of  
2209 a different kind, quality or degree than initially expected or intended;  
2210 b. operating a motor vehicle with illegal drugs present in their system, or any  
2211 **person** whose blood alcohol exceeded the State's legal limit where the  
2212 accident occurred, while the **person** was driving or operating the vehicle  
2213 involved in the accident;  
2214 c. using a motor vehicle outside the scope of consent of the owner of the vehicle;  
2215 d. operating a motor vehicle without an operator's license, or after suspension or  
2216 revocation of their license;  
2217 e. operating a motor vehicle upon a bet or wager or in a race, speed contest or  
2218 other competitive event; competitive event does not mean participating in a  
2219 parade or car show;  
2220 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

#### 2260 MEDICAL REPORTS – PROOF AND PAYMENT OF CLAIM

2261 As soon as practicable, the injured **person** or someone on his or her behalf will give to  
2262 **us** written proof of claim. Any **person** who makes a claim under this coverage must,  
2263 as a condition of payment:  
2264 1. Authorize **us** to obtain any records which may be relevant to the claim or which  
2265 may reasonably be expected to aid **our** investigation in determining the facts  
2266 relevant to the claim;  
2267 2. Answer, under oath as often as **we** may reasonably require, any questions posed  
2268 by **us**, out of the presence of any other individual, and sign a written transcript of  
2269 such questions and answers;  
2270 3. Submit to a physical examination(s), at **our** expense, by doctors **we** select as  
2271 often as **we** may reasonably require; and  
2272 4. Authorize **us** to obtain medical records which are material to the claim, including  
2273 prior medical records.

2274 Payment under this coverage is not an admission of liability by **us** or any **insured**.  
2275

#### 2276 CONDITIONS OF PAYMENT

2277 **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.  
2286

#### 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.

#### 2308 **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 **LIMIT OF LIABILITY**

2338 **We** will not pay more than:

- 2339 1. the Per Day limit shown on the Automobile Declaration for this coverage, for the  
2340 sum total of all expenses incurred for all categories of covered expenses, on any  
2341 one day for a covered **loss**;
  - 2342 2. the Maximum per occurrence limit shown on the Automobile Declaration for  
2343 Transportation and Travel Expenses, for the total of all expenses incurred for all  
2344 categories of covered expenses, for any one covered **loss**;
  - 2345 3. a reasonable amount, not to exceed the Per Day Limit and the Maximum per  
2346 occurrence limit shown on the Automobile Declaration, for a temporary  
2347 replacement vehicle of a similar size and quality as **your auto**;
  - 2348 4. for the period of time:
- 2349

- 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 **INCREASED LIMITS POLLUTION**

2360 **You** have this coverage if Increased Limits Pollution is shown on the Automobile  
2361 Declaration and the appropriate premium for the Limit shown has been paid.

#### 2362 **LIMIT OF LIABILITY**

2363 The **Limits of Liability** section of PART A – LIABILITY COVERAGE is amended as  
2364 follows:

- 2365 Item 2 in the **Limits of Liability** section is deleted and replaced with the following:  
2366 2. In regard to an accident covered by PART A – LIABILITY COVERAGE, **our** limit  
2367 of liability for all damages, including but not limited to those costs resulting from  
2368 clean-up, testing, monitoring, abating, mitigating, removal, remediation, treating or  
2369 disposal, arising out of the actual, alleged or threatened discharge, dispersal,  
2370 seepage, migration, release or escape of smoke, vapors, soot, fumes, acids,  
2371 alkalis, toxic chemicals, liquids or gases, waste materials or other irritants,  
2372 contaminants or pollutants into or upon the land, the atmosphere or any water  
2373 course or body of water will not exceed \$100,000 for all injuries and damages to  
2374 all **persons** and property resulting from any one covered accident. This provision  
2375 will not increase **our** total limit of liability. All damages from continuous or  
2376 repeated exposure to substantially the same conditions will be considered as  
2377 resulting from one accident.

#### 2381 **REDUCING DEDUCTIBLE**

2382 **You** have this coverage if Deductible (Reducing) is shown on the Automobile  
2383 Declaration and the appropriate premium has been paid.  
2384 In the event the Automobile Declaration shows Deductible (Reducing) the following  
2385 provision applies:

2386 The deductible amounts shown on the Automobile Declaration for Other Than  
2387 Collision and Collision will be reduced by \$100 provided that no claim payment over  
2388 the REDUCING DEDUCTIBLE threshold amount (as filed by **us** with the Missouri  
2389 Department of Insurance) has been paid by **us** during the twelve (12) month period  
2390 following the annual anniversary date of this policy. A further reduction of \$100 from  
2391 the original deductible amounts for Other than Collision and Collision will be given for  
2392 each claim free period, as described, with each reduction to be effective at 12:01 a.m.  
2393 on the next anniversary date following such period. In no event will the deductible be  
2394 less than zero. In the event a claim payment is made over the REDUCING  
2395 DEDUCTIBLE threshold amount (as filed by **us**), the Other Than Collision and  
2396 Collision deductibles originally stated on the Automobile Declaration will be reinstated  
2397 with respect to any subsequent claims, at the next renewal date.

2400 Payment under PART C – UNINSURED MOTOR VEHICLE COVERAGE or  
2401 UNDERINSURED MOTOR VEHICLE coverage will not be considered a claim  
2402 payment with respect to the threshold provisions of this endorsement.  
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## EMERGENCY ROAD SERVICE

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

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

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

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

## UNDERINSURED MOTOR VEHICLE

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

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

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

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

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

1. Insured under the liability coverage of this policy or any other policy issued by **us** or any other carrier to **you, your family member(s)**, a **person** listed as a Designated Representative or Scheduled Operator on the Automobile Declaration;
2. Owned by, leased to, rented to, in the care, custody or control of, or furnished or available for the regular use of, **you, your family member(s)**, or any **person(s)** listed as a Designated Representative or Scheduled Operator on any Automobile Declaration of this policy or their **family member(s)**;
3. Owned by any government or any of its political subdivisions or agencies;
4. While located for **use** as a residence or premises;
5. Designed for **use** mainly off public roads except while on public roads;
6. Defined as an “**uninsured motor vehicle**” in **your** policy;
7. Operated on rails or crawler treads; or
8. Whose limits of liability for bodily injury liability are equal to, or greater than, the limit of liability for Underinsured Motor Vehicle shown on the Automobile

2462 Declaration.

2463

2464 **Who is an Insured**

2465 **Insured** means:

- 2466 1. If the Named Insured(s) on the Automobile Declaration is a **person**, then that
- 2467 **person** is an **insured**, as well as:
- 2468 A. his/her **spouse**;
- 2469 B. his/her **family member(s)**, except that any of his/her **family member(s)**
- 2470 who owns or leases an **auto** at the time of the accident is only considered
- 2471 to be an **insured** while **occupying your auto**, a **temporary substitute**
- 2472 **auto** or a **newly acquired auto** or **trailer** attached to such **auto**.
- 2473 2. If the Named Insured(s) on the Automobile Declaration is not a **person**, the
- 2474 **person(s)** listed as Designated Representative on the Automobile Declaration is
- 2475 an **insured**, as well as:
- 2476 A. his/her **spouse**;
- 2477 B. his/her **family member(s)**, except that any such **family member(s)** who
- 2478 owns or leases an **auto** at the time of the accident is only considered to be
- 2479 an **insured** while **occupying your auto**, a **temporary substitute auto** or a
- 2480 **newly acquired auto** or **trailer** attached to such **auto**.
- 2481 3. Any other **person** while **occupying your auto**, a **temporary substitute auto**, a
- 2482 **newly acquired auto** or **trailer** attached to such **auto**. Such **auto** or **trailer** has
- 2483 to be used within the scope of the consent of **you**, **your spouse**, or a **person**
- 2484 listed as Designated Representative on the Automobile Declaration or their
- 2485 **spouse**.
- 2486 4. If the Named Insured on the Automobile Declaration is a **person**, any other
- 2487 **person** while **occupying** an **auto** not owned or leased by **you**, **your family**
- 2488 **member** or any **person** shown as a Designated Representative or Scheduled
- 2489 Operator on the Automobile Declaration or their **family member**, or while
- 2490 **occupying a trailer** attached to such **auto**. Such **auto** must be driven by **you**,
- 2491 **your family member**, or a Scheduled Operator shown on the Automobile
- 2492 Declaration at the time of the accident and within the titled owner's consent.
- 2493 5. Any **person** entitled to recover damages because of **bodily injury** to an **insured**
- 2494 under 1. through 4. above.

2495

2496

2497 **Consent To Be Bound**

2498 **We** are not bound by any judgment or verdict against any **person** or organization

2499 without **our** written consent.

2500

2501 **Limits of Liability**

2502 Notwithstanding any other Limit of Liability clause found in any other section of this

2503 policy, the following language applies to accidental **bodily injury**, caused by **use** of

2504 an **underinsured motor vehicle**, which an **insured** is legally entitled to collect. If

2505 there are multiple vehicles showing Underinsured Motor Vehicle gap coverage on

2506 this policy, and if an injured **insured occupies** one of these in a covered accident,

2507 only the Underinsured Motor Vehicle gap coverage shown on the Automobile

2508 Declaration for the vehicle the injured **insured** is **occupying** will apply.

2509

2510 1. UNDERINSURED MOTOR VEHICLE coverage is gap coverage, not excess

2511 coverage. **We** do not pay the Underinsured Motor Vehicle limit shown on the

2512 Automobile Declaration. Rather, **we** only will pay up to the difference between the

2513 total amount recovered from:

2514 a. all liability insurers of the **underinsured motor vehicle(s)** and operator(s);

2515 plus

2516 b. all sums recovered from all parties other than those identified in 1.a. that may

2517 be legally responsible for any portion of the injury to the **insured**; plus

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 officer, or while committing a felonious act.  
2563 5. For **bodily injury** which arises out of the transmission of a communicable disease  
2564 to any **insured**.  
2565 6. For **bodily injury** sustained while **occupying** any vehicle designed for racing or  
2566 any vehicle while competing in, or practicing or preparing for, any racing or speed  
2567 contest or competitive event. Competitive event does not include participation in  
2568 a parade or car show.  
2569 7. For any **insured** while **occupying** a motor vehicle owned or leased at the time of  
2570 the accident by **you, your family member**, any **person** listed as Designated  
2571 Representative or Scheduled Operator on any Automobile Declaration of this  
2572 policy at the time of the accident or any of their **family members**, if such vehicle  
2573



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  
2606 **If There Is Other Underinsured Motor Vehicle Coverage**  
2607 Subject to all terms of this endorsement, if more than one policy, declaration, and/or  
2608 endorsement applies to accidental **bodily injury** to an **insured** caused by the use of  
2609 an **underinsured motor vehicle** in a covered accident, regardless of who issues the  
2610 policies or to whom the policies are issued, the total limits of liability under all such  
2611 coverages shall not exceed that of the coverage with the highest limit of liability and  
2612 **we** are liable only for **our** share. **Our** share is that percent of the damages that the  
2613 limit of all liability of this coverage bears to the total of all underinsured motor vehicle  
2614 coverage applicable to the accident.  
2615 If:  
2616 a. **your** policy has multiple vehicles showing Underinsured Motor Vehicle gap  
2617 coverage; and/or  
2618 b. **you** have multiple policies with **us** showing Underinsured Motor Vehicle gap  
2619 coverage on vehicles; and  
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  
2679 All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO applies to the  
2680 electronic equipment covered by this endorsement, unless otherwise modified in this  
2681 endorsement.

2682  
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.  
2734  
2735 **ADDITIONAL INSURED - LESSOR**  
2736  
2737 **You** have this coverage if an Additional Insured – Lessor is shown on the Automobile  
2738 Declaration.  
2739  
2740 Any liability coverages afforded by this policy for **your leased auto** also applies to the  
2741 lessor named on the Automobile Declaration as an additional insured-lessor. This

- 2742 insurance is subject to the following additional provisions:  
2743 1. **we** will pay damages for which the lessor becomes legally responsible only if the  
2744 damages are caused by acts or omissions of:  
2745 a. **you, your spouse or your family member**, or if **you** are an entity other than  
2746 a **person**, the first **person** listed as Designated Representative on the  
2747 Automobile Declaration, their **spouse** or their **family member**; or  
2748 b. any other **person**, except the lessor or any employee or agent of the lessor,  
2749 **using your leased auto** within the scope of consent of **you, your spouse**, or,  
2750 if **you** are an entity other than a **person**, within the scope of consent of the first  
2751 **person** listed as Designated Representative on the Automobile Declaration, or  
2752 their **spouse**.  
2753 2. **your leased auto** means:  
2754 a. the vehicle shown on the Automobile Declaration which **you** lease for a  
2755 continuous period of at least six (6) months under a written agreement which  
2756 requires **you** to provide primary insurance for the lessor; and  
2757 b. any substitute or replacement **auto** furnished to **you** by the lessor named on  
2758 the Automobile Declaration.  
2759 3. **we** may cancel this policy at any time, as provided by the terms of this policy. In  
2760 the event the policy should expire and not be renewed, or is canceled for any  
2761 reason, the Additional Insured - Lessor named on the Automobile Declaration will  
2762 be given ten (10) days notice before such expiration or cancellations will become  
2763 effective with respect to the Additional Insured - Lessor's interest.  
2764 4. the Additional Insured - Lessor will, on demand, pay any premium due under this  
2765 policy which **you** may neglect to pay.  
2766 5. the Additional Insured - Lessor must notify **us** of any change of ownership or  
2767 increase of hazard of which they have knowledge.  
2768 6. the designation of the Lessor as an Additional Insured will not operate to increase  
2769 **our** limits of liability.

#### 2770 SNOWMOBILE

2771 **You** have this coverage if Snowmobile is shown on the Automobile Declaration.  
2772

#### 2773 DEFINITIONS

2774 For purposes of this endorsement, the following definitions are replaced with the  
2775 following:  
2776

2777 **Auto** - means **snowmobile**.

2778 **Newly Acquired Auto** – means an **auto** to which **you** have taken title to or are the  
2779 leaseholder of, if it:

- 2780 1. replaces **your auto**; or  
2781 2. is an added **private passenger auto** and **we** insured all other **private**  
2782 **passenger autos**;  
2783 but only if **you**:  
2784 1. tell **us** about it within 30 days after its delivery to **you**; and  
2785 a. if the **auto you** acquire replaces one shown on the policy it will have the same  
2786 coverage as the **auto** it replaced; or  
2787 b. if the **auto you** acquire is an addition to any shown on the policy, it will have  
2788 the broadest coverage **we** now provide for any **auto** shown on the policy; and  
2789 2. pay **us** any additional amount due from the date of purchase.

2790 **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  
2835 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

2836 For the purposes of this endorsement, the following exclusion is added to the section

2837 **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply**

2838 of PART D - COVERAGE FOR DAMAGE TO YOUR AUTO:

2839 There is no coverage for:

- 2840 • **loss** to any **snowmobile** while rented or leased to any **person** or organization  
2841 other than **you**.

2842  
2843 **MISCELLANEOUS TYPE VEHICLE**

2844  
2845  
2846 **You** have this coverage if Miscellaneous Type Vehicle is shown on the Automobile  
2847 Declaration.

2848 **DEFINITIONS**

2849  
2850 When referring to coverage for the Miscellaneous Type Vehicle shown on the  
2851 Automobile Declaration, the following definitions are replaced with the following:

2852 **Auto** - means a land motor vehicle of the same kind and type as the Miscellaneous  
2853 Type Vehicle shown on the Automobile Declaration.

2854 **Newly Acquired Auto** – means an **auto** or **private passenger auto** to which **you**,  
2855 **your spouse**, and if **you** are an entity other than a **person** the first **person** listed as  
2856 Designated Representative on the Automobile Declaration, have taken title to or are  
2857 the leaseholder of, if it:  
2858 1. replaces **your auto**; or  
2859 2. is an added **auto** and:  
2860 a. if it is a **private passenger auto**, **we** insure all other **private passenger**  
2861 **autos** or **autos**; or  
2862 b. if it is other than a **private passenger auto**, **we** insure all **autos** owned by  
2863 **you**, **your spouse**, and if **you** are an entity other than a **person** the first  
2864 **person** listed as Designated Representative on the Automobile Declaration,  
2865 on the date of its delivery to **you**, **your spouse**, and if **you** are an entity other  
2866 than a **person** the first **person** listed as Designated Representative on the  
2867 Automobile Declaration;  
2868 but only if **you**, **your spouse**, and if **you** are an entity other than a **person** the first  
2869 **person** listed as Designated Representative on the Automobile Declaration:  
2870 1. tell **us** about it within thirty (30) days after its delivery; and  
2871 a. if the **auto** acquired replaces one shown on the policy it will have the same  
2872 coverage as the **auto** it replaced; or  
2873 b. if the **auto** or **private passenger auto** acquired is an addition to any shown  
2874 on **your** policy(s), it will have the broadest coverage **we** now provide for any  
2875 one **auto** shown on **your** policy(s); and  
2876 2. pay **us** any additional amount due from the date of purchase.  
2877 If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned  
2878 by **you**, **your spouse**, and if **you** are not a **person** the first **person** listed as  
2879 Designated Representative on the Declaration, then **Newly Acquired Auto** also  
2880 means a **private passenger auto** to which **you**, **your spouse**, and if **you** are an  
2881 entity other than a **person** the first **person** listed as Designated Representative on  
2882 the Automobile Declaration, have taken title to or are the leaseholder of, if it:  
2883 1. replaces one of **your private passenger autos**; or  
2884 2. is an added **private passenger auto**,  
2885 but only if **you**, **your spouse**, and if **you** are an entity other than a **person** the first  
2886 **person** listed as Designated Representative on the Automobile Declaration:  
2887 1. tell **us** about it within thirty (30) days after its delivery; and  
2888 a. if the **private passenger auto** acquired replaces one shown on **your** policy,  
2889 it will have the same coverage as the one it replaced; or  
2890 b. if the **private passenger auto** acquired is an addition to any shown on **your**  
2891 policy(s), coverage from **your** Declaration with the highest limit of coverage  
2892 which is in effect at both the time of purchase and the time of the covered  
2893 accident will apply; and  
2894 2. pay **us** any additional amount due from the date of purchase.  
2895 **Non-owned Auto** – means a **private passenger auto** or **auto** not owned by or  
2896 registered or leased in the name of, or furnished or available for the regular **use** of:  
2897 1. **you**, **your spouse**, or the **person(s)** listed as Designated Representative on the  
2898 Automobile Declaration;  
2899 2. any **family member** of any of the **persons** identified in 1. above, unless at the  
2900 time of the accident or loss:  
2901 a. the **private passenger auto** or **auto** is or has within the last thirty (30) days  
2902 been insured for liability coverage; and  
2903 b. **you**, **your spouse**, or the first **person** listed as Designated Representative  
2904 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 3. any other **person** residing in the same household as **you**, **your spouse**, **your**  
2907 **family members**, any **person(s)** listed as Designated Representative on the  
2908 Automobile Declaration or any of their **family members**; or  
2909 4. an employer of **you**, **your spouse**, **your family members**, and/or an employer

2910 of any of the **persons** listed as Designated Representative and/or Scheduled  
2911 Operators on the Automobile Declaration, or any of their **spouses or family**  
2912 **members**.  
2913 If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned  
2914 by **you, your spouse**, and if **you** are not a **person** the first **person** listed as  
2915 Designated Representative on the Declaration, then **non-owned auto** also means a  
2916 **private passenger auto** not owned by or registered or leased in the name of, or  
2917 furnished or available for the regular **use** of:  
2918 1. **you, your spouse**, or the **person(s)** listed as Designated Representative on the  
2919 Automobile Declaration;  
2920 2. any **family member** of any of the **persons** identified in 1. above, unless at the  
2921 time of the accident or loss:  
2922 a. the **private passenger auto** is or has within the last thirty (30) days been  
2923 insured for liability coverage; and  
2924 b. **you, your spouse**, or the first **person** listed as Designated Representative  
2925 on the Automobile Declaration, or their **family member** who does not own or  
2926 lease such **private passenger auto** is the driver;  
2927 3. any other **person** residing in the same household as **you, your spouse, your**  
2928 **family members**, any **person(s)** listed as Designated Representative on the  
2929 Automobile Declaration or any of their **family members**; or  
2930 4. an employer of **you, your spouse, your family members**, or the employer of  
2931 any of the **persons** listed as Designated Representative on the Automobile  
2932 Declaration or any of their **spouses or family members**.  
2933 **Non-owned Auto** does not include any vehicle which is not in the lawful possession  
2934 of the **person** operating it.  
2935 **Private Passenger Auto** – means a land motor vehicle designed for **use** mainly on  
2936 public roads:  
2937 • with four (4) or six (6) wheels;  
2938 • designed solely to carry **persons** and their luggage;  
2939 • with a car or station wagon body;  
2940 • with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight  
2941 Rating (GVWR) of 10,000 pounds or less;  
2942 • with a pickup truck body and pickup style bed that has:  
2943 o a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or  
2944 o a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or  
2945 o a curb weight of 6,500 pounds or less if an OEM (Original Equipment  
2946 Manufacturer) GVW or GVWR is not available.  
2947 **Private Passenger Auto** does not include any vehicle which can be used as a  
2948 temporary or permanent dwelling or other premises.  
2949 **Temporary Substitute Auto** – means an **auto** not owned or leased by **you, your**  
2950 **spouse**, and if **you** are an entity other than a **person** the **persons** listed as  
2951 Designated Representative on the Automobile Declaration, if it replaces **your auto**  
2952 for a short time. Its use has to be with the consent of the owner. **Your auto** has to  
2953 be out of use due to its breakdown, repair, servicing, damage or **loss**. A **temporary**  
2954 **substitute auto** is not considered a **non-owned auto**.  
2955 **Your Auto** – means the Miscellaneous Type Vehicle shown on the Automobile  
2956 Declaration.

#### 2957 PART A - LIABILITY COVERAGE

2958 **You** have PART A – LIABILITY COVERAGE for **your auto** if **your auto** shows Bodily  
2959 Injury Liability and Property Damage Liability on the Automobile Declaration.  
2960

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 Institution, or State Entity, or any of their departments or agencies might be  
3019 liable for the **insured's use** of any vehicle.  
3020 b. to property owned by, rented to, in charge of or transported by an **insured**. But  
3021



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

3069 You have PART B – MEDICAL PAYMENTS COVERAGE if Medical Payments is  
3070 shown on the Automobile Declaration for **your auto**.

3071 When referring to coverage for the Miscellaneous Type Vehicle shown on the  
3072 Automobile Declaration, PART B – MEDICAL PAYMENTS COVERAGE is amended  
3073 as follows:  
3074

3075 **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply**  
3076

3077 For the purposes of this endorsement, Exclusion 2. a. of the section **When PART B –**  
3078 **MEDICAL PAYMENTS COVERAGE Does Not Apply** of PART B – MEDICAL  
3079 PAYMENTS COVERAGE of **your** policy is deleted and does not apply.

3080  
3081 PART C – UNINSURED MOTOR VEHICLE COVERAGE  
3082 When referring to Uninsured Motor Vehicle coverage shown for the Miscellaneous  
3083 Type Vehicle on the Automobile Declaration, the section **Who is an Insured** in PART  
3084 C – UNINSURED MOTOR VEHICLE COVERAGE is replaced with the following:

3085 **Who is an Insured**  
3086 **Insured** – means the **person** or **persons** covered by PART C – UNINSURED  
3087 MOTOR VEHICLE COVERAGE.  
3088 This is:  
3089 1. the first **person** listed as the Named Insured on the Automobile Declaration and  
3090 the first **person** listed as Designated Representative on the Automobile  
3091 Declaration;  
3092 2. the **spouse** of the **person** identified in 1. above;  
3093 3. the **family members** of the **person(s)** identified in 1. above except that any of  
3094 these **family members** who own or lease an **auto** or motor vehicle that falls under  
3095 the Financial Responsibility Laws is only considered to be an **insured** while  
3096 **occupying your auto, a temporary substitute auto, a newly acquired auto or**  
3097 **your trailer**; and  
3098 If the Miscellaneous Type Vehicle shown on the Declaration is an All-terrain  
3099 Vehicle (ATV) this paragraph 3. is amended as follows:  
3100 3. the **family members** of the **person(s)** identified in 1. above; and  
3101 4. any other **person** while **occupying**:  
3102 a. **your auto, a temporary substitute auto, a newly acquired auto or trailer**  
3103 **attached to such auto.** Such vehicle has to be operated and occupied within  
3104 the scope of the consent of **you, your spouse, the first person** listed as  
3105 Designated Representative on the Automobile Declaration or their **spouse**; or  
3106 b. a **private passenger auto** or an **auto** not owned or leased by **you** or the first  
3107 **person** listed as Designated Representative on the Automobile Declaration,  
3108 **your spouse or your family member, or the spouse or family member** of  
3109 the first **person** listed as Designated Representative on Automobile  
3110 Declaration, or a **trailer** attached to such an **auto**. It has to be driven by the  
3111 first **person** listed as the Named Insured on the Automobile Declaration or that  
3112 **person's spouse** or by the first **person** listed as the Designated  
3113 Representative on the Automobile Declaration or their **spouse**, and within the  
3114 scope of the owner's consent.  
3115 5. any **person** entitled to recover damages because of **bodily injury** to an **insured**  
3116 under 1. through 4. above.

3117  
3118 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO  
3119 When referring to Collision or Other Than Collision coverage shown for the  
3120 Miscellaneous Type Vehicle on the Automobile Declaration, exclusion 2. in the section  
3121 **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply** of  
3122 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO is deleted and does not  
3123 apply.

3124  
3125 UNDERINSURED MOTOR VEHICLE  
3126 You have UNDERINSURED MOTOR VEHICLE coverage on your Miscellaneous Type  
3127 Vehicle only if the Miscellaneous Type Vehicle shown on the Automobile Declaration  
3128 is a motorcycle, ATV, or a motor home and Underinsured Motor Vehicle coverage is  
3129 shown on the Automobile Declaration for that vehicle.

3130  
3131 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:

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**Who is an Insured**

**Insured** means:

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

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

**AUTO LOAN/LEASE**

**You** have this coverage if Auto Loan/Lease is shown on the Automobile Declaration and the appropriate premium has been paid.

**Your auto** must:

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

All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO apply to this coverage, unless otherwise modified in this endorsement.

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

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

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

3209 Under this endorsement **uninsured motor vehicle** means a land motor vehicle or  
3210 **trailer**, the ownership, maintenance, or use of which:

- 3211 1. is not insured or bonded for bodily injury or property damage liability at the time of  
3212 the accident; or  
3213 2. the insuring company denies coverage or is, or becomes, insolvent.

3214 An **uninsured motor vehicle** does not include a land motor vehicle:

- 3215 a. insured under this policy; or  
3216 b. owned by or furnished or available for the regular **use** of **you**, **your spouse**,  
3217 any of **your family members**, the **persons** shown as Designated  
3218 Representative on this policy's Automobile Declaration(s) or their **spouses** or  
3219 **family members**; or  
3220 c. owned or operated by a **person** or organization qualifying as a self-insurer  
3221 under any applicable motor vehicle financial responsibility law, motor carrier law  
3222 or any similar law; or  
3223 d. owned by any government or any of its political subdivisions or agencies; or  
3224 e. designed for use mainly off public roads except while on public roads; or  
3225 f. while located for use as a premises; or  
3226 g. operated on rails or crawler treads.

#### 3227 **ADDITIONAL EXCLUSIONS**

3228 The following exclusions are added to the section of **When PART D – COVERAGE**  
3229 **FOR DAMAGE TO YOUR AUTO Does Not Apply** of PART D – COVERAGE FOR  
3230 DAMAGE TO YOUR AUTO:

3231 There is no coverage:

- 3232 • if **you** or any **person** shown as Designated Representative on the Automobile  
3233 Declaration, or **your** legal representative or the legal representative of any  
3234 **person** shown as Designated Representative, settles the property damage claim  
3235 without **our** consent;  
3236 • for the first \$250 of the amount of the property damage to any vehicle to which  
3237 this coverage applies, as the result of any one accident. If a **loss** to more than  
3238 one covered vehicle results from the same **collision**, only one \$250 deductible  
3239 will apply;  
3240 • to any motor vehicle that has physical damage coverage for collision loss  
3241 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

3250  
3251 **You** have this coverage if Drive Other Car is shown on the Automobile Declaration  
3252 and the appropriate premium has been paid.

3253  
3254 This endorsement extends PART A - LIABILITY COVERAGE and PART B –  
3255 MEDICAL PAYMENTS COVERAGE to the Scheduled Operator(s) and Designated  
3256 Representative(s) shown on the Automobile Declaration, while operating a **business**  
3257 or company owned **private passenger auto**, or a government owned **private**  
3258 **passenger auto**.

3259  
3260 This coverage is excess coverage over and above any other applicable coverage.

3261  
3262 In addition to the exclusions in PART A – LIABILITY COVERAGE and PART B –  
3263 MEDICAL PAYMENTS COVERAGE, there is no coverage under this endorsement  
3264 for:

- 3265  
3266 1. any accident involving a vehicle owned in whole or in part, or leased, by **you, your**  
3267 **spouse, your family members**, any **person** listed as Designated Representative  
3268 on the Automobile Declaration, their **spouse**, or their **family members**, or any  
3269 Scheduled Operator shown on the Automobile Declaration; or  
3270 2. any military vehicle of any size or type; or  
3271 3. any vehicle that is not a **private passenger auto**.

#### MISCELLANEOUS EQUIPMENT COVERAGE

3272  
3273 **You** have this coverage for a vehicle shown on the Automobile Declaration if  
3274 Miscellaneous Equipment is shown for that vehicle on the Automobile Declaration and  
3275 the appropriate premium for the Limit shown has been paid.

3276  
3277 **We** will pay up to the limit of coverage shown for Miscellaneous Equipment on the  
3278 Automobile Declaration for **loss**, subject to all the definitions, duties and general  
3279 provisions in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, to  
3280 MISCELLANEOUS EQUIPMENT caused by:

- 3281  
3282 1. a loss covered under OTHER THAN COLLISION only if the Automobile  
3283 Declaration shows Other Than Collision for **your auto**;  
3284 2. a loss covered under COLLISION only if the Automobile Declaration shows  
3285 Collision for **your auto**.

3286  
3287 **We** will also pay for **loss**, subject to all the definitions, duties and general provisions in  
3288 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, to any accessories used  
3289 with the Miscellaneous Equipment if they are **your** property, that of **your family**  
3290 **member**, or that of a **person** shown as Designated Representative on the Automobile  
3291 Declaration.

#### NEW VEHICLE REPLACEMENT COST FOR TOTAL LOSS

3292  
3293 **You** have this coverage if Replacement Cost for Total Loss on a Qualifying Vehicle is  
3294 shown for **your auto** on the Automobile Declaration and **your auto** meets all  
3295 requirements of this policy and this endorsement.

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3298  
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3300

3301 To collect under this endorsement, **your auto** showing this coverage must be a new,  
3302 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 The most **we** will pay for:

- 3322 (1) paint, wraps, decals, and other items of non-electronic equipment, custom  
3323 wheels, alterations or modifications which were added to **your auto** after the time  
3324 of its original sale; and  
3325 (2) any child restraint systems or other items of safety equipment required by  
3326 Federal or State law to be present in the vehicle; and  
3327 (3) camper shells or bed liners not attached to **your auto**;  
3328 is \$1,000 for any one accident regardless of the number of such items damaged or  
3329 stolen.  
3330

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

- 3333 (1) The additional or replacement vehicle is less than twelve (12) months old or has  
3334 less than 15,000 miles; and  
3335 (2) The additional or replacement vehicle has not been previously titled.

3336  
3337 **JOINT OWNERSHIP**

3338 **You** have this coverage if Joint Ownership is shown on the Automobile Declaration.  
3339 When Joint Ownership is shown for a vehicle on the Automobile Declaration the  
3340 following portions of the policy are amended for that vehicle as follows:

3341  
3342  
3343 **PART A – LIABILITY COVERAGE**

3344  
3345 **Who is an Insured**

3346 For the purposes of this endorsement, the following paragraph is added to **I.** in the  
3347 section **Who is an Insured** of PART A – LIABILITY COVERAGE, immediately  
3348 following 5.E. but not a part of paragraph 5.E.

3349  
3350 If the Automobile Declaration shows Joint Ownership under Endorsements of the  
3351 **Coverages** section of the Declaration, when **we** refer to **your auto, insured** also  
3352 means the **person(s)** and/or entity(s) shown under Joint Ownership on the Automobile  
3353 Declaration.

3354  
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](http://www.mofbinsurance.com)*

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

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

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

*Property Insurance for Farms, Homes, Mobile Homes, 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*