

**A Service of
MISSOURI FARM BUREAU**

**COMMERCIAL
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 **COMMERCIAL AUTOMOBILE INSURANCE POLICY**

3
4 Hereafter when used in the policy, CA means Commercial Automobile.

5
6 **DEFINED WORDS**

7
8 **We** define some words to make this policy easier to read and understand. Defined words
9 are printed in **boldface** type. The following is a list of some of the defined terms used in
10 **your** policy. There may also be additional defined terms in other sections of **your** policy,
11 including but not limited to, any endorsements added to **your** policy.

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

15 **Auto** – means a land motor vehicle with four or more wheels, which is designed for **use**
16 mainly on public roads.

17 **Auto** does not mean:

18 1. **Mobile equipment**; or

19 2. Any vehicle while located for **use** as a dwelling or other premises.

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

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

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

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

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

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

40 **Custom Farming** – means farm work done for others in exchange for monetary or
41 commodity remuneration.

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

45 **Farming and Farm Use** – means the ownership, or **use** of a vehicle for the hauling,
46 holding, towing, loading, or unloading of **farm products, farm machinery, or farm**
47 **supplies**:

- 48 1. Owned or used by **you** or a **person** shown as Designated Representative on this
49 policy's Commercial Automobile Declaration(s), and used in **your** farming operation.
50 2. Belonging to others when the transportation is being done at "no charge." A payment
51 for gas only shall be considered "no charge."

52 **Farming and Farm Use** does not include (and this policy does not cover) the following:

- 53 1. Hauling scrap metal, auto salvage, farm equipment salvage, or similar salvage

- 54 property, unless the scrap or salvage is from material or equipment previously used
 55 for its designed purposes, in **your** farming operation.
- 56 2. Hauling forestry products, including but not limited to pallets, stave bolts, logs, lumber,
 57 live or cut trees (including firewood), intended for sale or resale.
 - 58 3. Hauling **farm products, farm machinery, or farm supplies**, which are purchased for
 59 resale or use in any non-farming **business**.
- 60 This exclusion does not apply to **farm products** or **farm supplies**, which are grown or
 61 raised to marketable stage by **you** or the **persons** shown as Designated
 62 Representative on this policy's Commercial Automobile Declaration(s).
- 63 4. **Farm products, farm machinery, or farm supplies** while being hauled as part of any
 64 **custom farming** activities.
 - 65 5. Hauling hazardous materials as defined in the 1980 Motor Carrier Act regarding Type
 66 2 Carriage.
 - 67 6. Hauling dirt, sand, gravel, rock, lime, or limestone or similar materials unless being
 68 hauled for maintenance of the premises owned or used by **you** in **your** farming
 69 operations.
 - 70 7. Any vehicle subject to or operating under the authority of ICC, PSC, or any similar
 71 state or federal agency regulation.
 - 72 8. Any hauling for hire

73 **Farm Employee** – means any person who receives compensation, pay, wages, or
 74 other remuneration for performing duties or tasks and/or providing services for **you**
 75 and whose duties, tasks or services are in connection with the **farming** of any
 76 premises **you** lease or rent for **farming** purposes. It does not include:

- 77 a. Any person, other than a **farm employee**, who is an **insured** or any **insured's**
 78 **family member**;
- 79 b. Any employee while engaged in any **business** activity other than **farming**.

80 **Farm Products** – means grain crops, grass, hay, silage, cotton, livestock, eggs, bulk milk,
 81 vegetables, fruits, nuts, nursery stock, poultry, fish, mushrooms, herbs, honey, and
 82 Christmas trees 12 feet or less in height, raised or grown as part of a farming enterprise.

83 **Farm Machinery** – means self-propelled vehicles, **farm trailers**, implements, and
 84 equipment designed to be pulled by or attached to self-propelled vehicles, used for the
 85 production of **farm products**.

86 **Farm Supplies** – means feeds, chemicals, seeds, and maintenance items used for the
 87 production of **farm products**.

88 **Hazardous Properties** – includes radioactive, toxic or explosive properties.

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

91 **Insured Contract** means:

- 92 1. Only that part of any contract or agreement pertaining to **your business** (including an
 93 indemnification of a municipality in connection with work performed for a municipality)
 94 under which **you** assume the tort liability of another to pay for **bodily injury** or
 95 **property damage** to a third party or organization. Tort liability means a liability that
 96 would be imposed by law in the absence of any contract or agreement.
- 97 2. Only that part of any contract or agreement entered into, as part of **your business**,
 98 pertaining to the rental or lease by **you** or any of **your** employees of any **auto** under
 99 which **you** assume the tort liability of another. However, such contract or agreement
 100 will not be considered an **insured contract** to the extent that it obligates **you** or any of
 101 **your** employees to pay for property damage to any **auto** rented or leased by **you** or
 102 any of **your** employees.

103 An **insured contract** does not include that part of any contract or agreement:

- 104 a. That pertains to the loan, lease, or rental of an **auto** to **you**, any **person** shown as
 105 a Designated Representative on this policy's Commercial Automobile
 106 Declaration(s), or any of **your** employees, if the **auto** is loaned, leased, or rented

- 107 with a driver; or
108 b. That holds a **person** or organization engaged in the **business** of transporting
109 property by **auto** for hire, harmless for **your use** of a covered **auto** over a route or
110 territory that **person** or organization is authorized to serve by public authority.

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

112 **Mobile Equipment** – means any of the following types of land vehicles, including any
113 attached machinery or equipment:

- 114 1. Bulldozers, **farm machinery**, forklifts, and other vehicles designed for use principally
115 off public roads.
- 116 2. Vehicles maintained for use solely on or next to premises **you** own or rent.
- 117 3. Vehicles that travel on crawler treads.
- 118 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to
119 permanently mounted:
 - 120 a. Power cranes, shovels, loaders, diggers, or drills; or
 - 121 b. Road construction or resurfacing equipment such as graders, scrapers, or
122 rollers.
- 123 5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled
124 and are maintained primarily to provide mobility to permanently attached equipment of
125 the following types:
 - 126 a. Air compressors, pumps, and generators, including spraying, welding, building
127 cleaning, geophysical exploration, lighting, and well servicing equipment; or
 - 128 b. Cherry pickers and similar devices used to raise or lower workers.
- 129 6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for
130 purposes other than the transportation of **person** or cargo. However, self-propelled
131 vehicles with the following types of permanently attached equipment are not **mobile**
132 **equipment** but will be considered **autos**:
 - 133 a. Equipment designed primarily for:
 - 134 1) snow removal;
 - 135 2) road maintenance, but not construction or resurfacing; or
 - 136 3) street cleaning;
 - 137 4) food or beverage service
 - 138 b. Cherry pickers and similar devices mounted on automobile or truck chassis and
139 used to raise or lower workers; and
 - 140 c. Air Compressors, pumps, and generators, including spraying, welding, building
141 cleaning, geophysical exploration, lighting, or well servicing equipment.

142 **Newly Acquired Auto** – means an **auto** to which **you** or, if you are a **person**, **your**
143 **spouse** have taken title to or are the leaseholder of, if it:

- 144 1. Replaces **your auto**; or
- 145 2. Is an added **auto**; and we insure all **autos** owned by **you** or **your spouse** on the date
146 of its delivery to **you** or **your spouse**; but only if **you**, **your spouse**, or if **you** are not
147 a **person** shown as Designated Representative on this policy's Commercial
148 Automobile Declaration(s):
 - 149 a. Tell **us** about it within thirty (30) days after its delivery and:
 - 150 i. If the **auto** you acquired replaces one shown on this policy's Commercial
151 Automobile Declaration(s), it will have the same coverage as the **auto** it
152 replaced; or
 - 153 ii. If the **auto** acquired is an addition to any shown on **your** policy(s), coverage
154 from the Declaration with the highest limit of coverage which is in effect at both
155 the time of purchase and the time of the covered accident; and
 - 156 b. Pay **us** any additional amount due from the date of purchase.

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

- 159 1. **You**, **your spouse**, or any **person** shown as Designated Representative on this

- 160 policy's Commercial Automobile Declaration(s) or their **spouse**;
- 161 2. Any **family member** of any of the **persons** identified in 1. above, unless at the time of
- 162 the accident or loss:
- 163 a. The **auto** is or has within the last thirty (30) days been insured for liability
- 164 coverage; and
- 165 b. **You, your spouse, your family member, a person** shown as Designated
- 166 Representative on this policy's Commercial Automobile Declaration(s), or their
- 167 **family member**, all of whom does not own or lease such **auto**, is the driver;
- 168 3. Any other **person** residing in **your** household or in the same household of any
- 169 **person** listed as Designated Representative on the Commercial Automobile
- 170 Declaration(s); or
- 171 4. Any employee or any employer of:
- 172 a. **you, or your spouse**;
- 173 b. Any **person** shown as Designated Representative on this policy's Commercial
- 174 Automobile Declaration(s); or
- 175 c. any **family member** of anyone identified in either 4. a. or b. above.

176 **Non-owned Auto** does not include:

- 177 1. An **auto** which is not in the lawful possession of the **person** operating it.
- 178 2. An **auto** that is used for any purpose other than **farming or farm use** at the time of
- 179 loss.

180 **Nuclear Material** – means **source material, special nuclear material, or by-product**

181 **material**.

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

183 **Other Than Collision** – defined in PART D – COVERAGE FOR DAMAGE TO YOUR

184 AUTO.

185 **Person** – means a human being.

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

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

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

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

199 **Source Material, Special Nuclear Material, and By-product Material** have the meanings

200 given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

202 **Temporary Substitute Auto** – means an **auto** not owned or leased by **you, your spouse,**

203 and if **you** are not a **person**, the **person** listed as Designated Representative on this

204 policy's Commercial Automobile Declaration(s), or any of **your family members** or

205 employees, or any **family members** or employees of the **persons** shown as Designated

206 Representatives, if it replaces **your auto** for a short time. Its use has to be with the

207 consent of the owner. **Your auto** has to be out of use due to its breakdown, repair,

208 servicing, damage, or loss.

209 A **temporary substitute auto** is not considered a **non-owned auto**.

210 **Trailer** – means a vehicle designed to be towed by an **auto**. It also means a **farm use**

211 wagon, **farm use** implement, or a semi-trailer designed to be towed by an **auto**.

212 **Transportation Network Company or TNC** – means any entity that provides prearranged

213 transportation or livery services for compensation by using any online enabled application,
214 software, website, digital system or other online or digital platform to connect riders to
215 drivers of **your auto**.

216 **Uninsured Motor Vehicle** – defined in PART C – UNINSURED MOTOR VEHICLE
217 COVERAGE.

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

219 **Using** – means operating, maintaining, or occupying a vehicle.

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

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

223 **Your Auto** – means the **auto** or the vehicle described on the Commercial Automobile
224 Declaration and equipment permanently attached.

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GENERAL AGREEMENTS

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

233

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

- 235 1. On **your** payment of premium for the coverages **you** chose; and
- 236 2. In reliance on **your** statements on any application for coverage; and
- 237 3. Upon **your** compliance with all policy provisions.

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

240

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

243

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

- 245 1. The information on **your** application is true regardless of who provided or wrote the
246 information on the forms;
- 247 2. **We** insure **you** on the basis that the information on **your** application is true;
- 248 3. This policy contains all of the agreements between **you** and **us** or any of **our** agents
249 and cannot be orally modified;
- 250 4. **You** are the titled owner of **your auto** or have a leasehold interest in **your auto**;
251 and
- 252 5. **You** will review the Commercial Automobile Declaration(s) each time **you** receive one,
253 in order to make sure that:
 - 254 a. All the coverages **you** requested are shown, and
 - 255 b. The limit(s) shown for each of those coverages is the amount **you** requested.

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

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POLICY PERIOD AND TERRITORY

When Coverage Applies

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

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

270 **Where Coverage Applies**

271 The coverages **you** chose apply:

- 272 1. In the United States of America, its territories and possessions, Puerto Rico, or
273 Canada; and
- 274 2. While **your auto** is being shipped between their ports.

275 **LOSS PAYABLE CLAUSE**

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277
278 If a Loss Payee is shown on the Commercial Automobile Declaration, **we** may pay any
279 covered **Collision** or **Other Than Collision (OTC) loss** to:

- 280 1. **you** and, if unpaid, the repairer; or
- 281 2. **you** and such Loss Payee, as its interest may appear, when **we** find it is not practical to
282 **repair your auto**; or
- 283 3. The Loss Payee, as to its interest, if **your auto** has been repossessed.

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

- 289 1. An act of negligence of the owner or borrower, except the failure to pay the premium
290 when due; or
- 291 2. A change in the ownership or interest unknown to **us**, unless the Loss Payee knew of it
292 and failed to tell **us** within ten (10) days; or
- 293 3. An error in the description of the vehicle; or
- 294 4. Damage to the property caused by **you**.

295
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297 **We** may cancel this policy according to its terms. The date of cancellation of the loss
298 payee's interest will be at least ten 10 days after the date **we** mail or electronically transmit
299 the cancellation notice.

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

303 **DUTIES AFTER AN ACCIDENT OR LOSS**

304 **1. Notice to Us of an Accident or Loss**

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

307 The notice must give **us**:

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

312 **2. Notice to Us of Claim or Suit**

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

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3. Other Duties Under the Physical Damage Coverages

When there is a **loss, you**, the owner of the property, or any **insured** we designate 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, UNDERINSURED MOTOR VEHICLE and UNINSURED MOTORIST DAMAGE TO YOUR AUTO COVERAGES

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 "phantom vehicle"; or
 - 2) The registration number or description of such vehicle; or
 - 3) A description of the "phantom vehicle" and any witnesses to the accident; or
 - 4) Any other available information to establish that there is no applicable motor vehicle liability insurance.

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

5. Insured's Duty to Cooperate with Us

Any and all **insureds** shall cooperate with **us** and assist **us** in any way **we** ask to include, but not limited to, the following:

- 372 a. Making settlements;
373 b. Securing and giving evidence including but not limited to providing a written
374 and/or recorded statement as **we** deem necessary;
375 c. Attending and getting witnesses to attend hearings and trials;
376 d. Answering questions under oath when asked by anyone **we** name, as often as
377 **we** deem reasonable and necessary, and sign copies of the answers. Such
378 examinations under oath may be conducted separately at **our** option.
379 No **insured** shall, except at their own cost, voluntarily:
380 a. Make any payment or assume any obligation to others; or
381 b. Incur any expense, other than for first aid to others.
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384 PART A - LIABILITY COVERAGE 385

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

389 **We** will:

- 390 1. Pay damages to which PART A – LIABILITY COVERAGE of this policy applies and for
391 which an **insured** becomes legally liable to pay because of:
392 a. **Bodily injury** to others; and/or
393 b. Physical injury or damage to, or destruction of, tangible property including loss of its
394 use;
395 caused by accident resulting from the **use** of an **auto** or **trailer** insured under this
396 PART A – LIABILITY COVERAGE; and
397 3. Defend any suit against an **insured** for such **bodily injury** or property damage to
398 which PART A – LIABILITY COVERAGE of this policy applies with attorneys hired
399 and paid by **us**. **We** will not defend any suit after **we** have paid the applicable limit
400 of **our** liability for the accident which is the basis of the lawsuit. **We** have no
401 obligation to defend any claim which is not covered under this policy.
402

403 In addition to the applicable limit of liability for this coverage (as stated in the Automobile
404 Declaration Page), **we** will also pay the following amounts on behalf of an **insured**, as set
405 forth in paragraphs 1 through 4 below and subject to the limitations provided therein.

- 406 1. **We** will pay all costs **we** incur in the defense of a covered claim.
407 2. **We** will pay court costs taxed against the **insured** in any suit for damages **we** defend.
408 3. Subject to paragraphs a. and b. below, **we** will pay post judgment interest due on any
409 judgment for damages entered against an **insured** that has accrued on that part of
410 the judgment which does not exceed the applicable limit of liability for this coverage.
411 However, any obligation **we** may have to pay such post judgment interest is subject
412 to the following additional limitations
413 a. **our** duty to pay post judgment interest ends when **we** pay, offer to pay, or deposit
414 in court, that part of the judgment which does not exceed **our** limit of liability for
415 this coverage and we will have no duty to pay any additional post judgment
416 interest that accrues thereafter; and
417 b. **we** shall have no obligation or duty to pay any post judgment interest whatsoever,
418 if at any time prior to the entry of judgment against the **insured**, we pay, offer to
419 pay, or deposit in court, the applicable limit of liability for this coverage.
420 4. **We** will pay prejudgment interest awarded against the **insured** on that part of the
421 judgment which does not exceed the applicable limit of liability for this coverage
422 However, **we** will have no obligation or duty to pay any prejudgment interest that
423 accrues after **we** have paid, offered to pay, or deposited in court, the applicable limit

424 of liability for this coverage.

425 **We** have no duty to furnish or apply for any bonds. The amount of any bond **we** pay for
426 shall not be more than **our** limit of liability.

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

- 428 a. For loss of wages or salary up to \$100.00 per day if **we** ask the **insured** to attend
429 the trial of a civil suit;
430 b. At **our** request.

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

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

435

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

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

442 If:

- 443 1. **your** policy with **us** has multiple vehicles showing Bodily Injury Liability and Property
444 Damage Liability coverage; and/or
445 2. **you** have multiple policies with **us** showing Bodily Injury Liability and Property Damage
446 Liability; and

- 447 a. an **auto** or **trailer** shown on a Commercial Automobile Declaration of one of **your**
448 policies with **us** is involved in a covered accident only the coverage from the
449 Declaration of the **auto** or **trailer** involved in the accident will apply;
450 b. a **temporary substitute auto** is involved in a covered accident only the coverage
451 from the Declaration of **your auto** the **temporary substitute auto** is temporarily
452 replacing, will apply;
453 c. a **newly acquired auto** which replaces one of **your autos** is involved in a covered
454 accident only the coverage from the Declaration of **your auto** the **newly acquired**
455 **auto** replaces will apply;
456 d. a **newly acquired auto** which is an added **auto** is involved in a covered accident,
457 only the coverage from **your** one Declaration with the highest limit in force at the
458 time of the purchase of the **newly acquired auto** and in force at the time of the
459 accident, will apply;

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

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

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

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

470

471 **Who is an Insured**

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

- 475 1. A **person, insured** also means:
476 A. **your spouse**;

- 477 B. **your family members**;
- 478 C. any other **person** while **using** such an **auto** or **trailer** if its **use** is within the scope
- 479 of consent of **you** or **your spouse**; and
- 480 D. any other **person** or organization liable for the **use** of such an **auto** or **trailer** by
- 481 one of the above **insureds**.
- 482 2. A partnership or joint venture, **insured** also means:
- 483 A. **your** members or partners;
- 484 B. the **person(s)** listed as Designated Representative(s) on the Commercial
- 485 Automobile Declaration;
- 486 C. the **spouse(s)** of the **person(s)** listed as Designated Representative(s) on the
- 487 Commercial Automobile Declaration;
- 488 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of
- 489 consent of a **person** listed as Designated Representative on the Commercial
- 490 Automobile Declaration;
- 491 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you**
- 492 or one of the **insureds** identified in paragraphs 2.A.-D. above, provided that the
- 493 **use** of the **auto** or **trailer** at the time of the accident when referring to the **insureds**
- 494 identified in paragraph 2. A. was in respect to activities associated with the
- 495 partnership or joint venture shown as Named Insured on this policy.
- 496 3. A limited liability company, **insured** also means:
- 497 A. **your** members or managers;
- 498 B. the **person(s)** listed as Designated Representative(s) on the Commercial
- 499 Automobile Declaration;
- 500 C. the **spouse(s)** of the **person(s)** listed as Designated Representative on the
- 501 Commercial Automobile Declaration;
- 502 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of
- 503 consent of a **person** shown as Designated Representative on the Commercial
- 504 Automobile Declaration;
- 505 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you**
- 506 or one of the **insureds** identified in paragraphs 3.A.-D. above, provided that the
- 507 **use** of the **auto** or **trailer** at the time of the accident when referring to the **insureds**
- 508 identified in paragraph 3. A. was in respect to activities associated with the limited
- 509 liability company shown as Named Insured on this policy.
- 510 4. A Corporation, **insured** also means:
- 511 A. **your** officers, directors or shareholders;
- 512 B. the **person(s)** listed as Designated Representative(s) on the Commercial
- 513 Automobile Declaration;
- 514 C. the **spouse(s)** of the **person(s)** listed as Designated Representative(s) on the
- 515 Commercial Automobile Declaration;
- 516 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of
- 517 consent of a **person** listed as Designated Representative on the Commercial
- 518 Automobile Declaration;
- 519 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you**
- 520 or one of the **insureds** identified in paragraphs 4.A.-D. above, provided that the
- 521 **use** of the **auto** or **trailer** at the time of the accident when referring to the **insureds**
- 522 identified in paragraph 4. A. was in respect to activities associated with the
- 523 corporation shown as Named Insured on this policy.
- 524 5. A Trust or other entity, **insured** also means:
- 525 A. **your** executors, administrators, trustees, or directors, of the Trust or other entity;
- 526 B. the **person(s)** listed as Designated Representative(s) on the Commercial
- 527 Automobile Declaration;
- 528 C. the **spouse(s)** of the **person(s)** listed as Designated Representative(s) on the
- 529 Commercial Automobile Declaration(s);

- 530 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope and
531 consent of a **person** listed as Designated Representative on the Commercial
532 Automobile Declaration;
- 533 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you**
534 or one of the **insureds** identified in paragraphs 5.A.-D. above, provided that the
535 **use** of the **auto** or **trailer** at the time of the accident when referring to the **insureds**
536 identified in paragraph 5. A. was in respect to activities associated with the trust or
537 other entity shown as Named Insured on this policy.

538 **II. When we refer to a non-owned auto, insured means you and if you are:**

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

540 A. **your spouse**;

541 B. **your family members** provided that such **family member** does not own, hire, or
542 lease an **auto**;

543 C. the Scheduled Operators shown on this policy's Commercial Automobile
544 Declaration(s) who do not own, hire, or lease the **non-owned auto**;

545 D. any other **person** while **using** a **non-owned auto** within the scope of consent of
546 **you**, as long as such other **person** does not own, hire, or lease the **non-owned**
547 **auto**.

548 2. An entity other than a **person, insured** also means:

549 A. the **person(s)** shown as Designated Representative(s) on this policy's Commercial
550 Automobile Declaration;

551 B. the Scheduled Operators shown on this policy's Commercial Automobile
552 Declaration who do not own, hire, or lease the **non-owned auto**;

553 C. any other **person** while **using** a **non-owned auto** within the scope of consent of a
554 **person** shown as Designated Representative on this policy's Commercial
555 Automobile Declaration, as long as such other **person** does not own, hire, or lease
556 the **non-owned auto**.

557 **Trailer Coverage**

558 **I. PART A – LIABILITY COVERAGE extends to a trailer described on a Commercial**

559 Automobile Declaration of this policy if the Declaration shows Bodily Injury Liability and
560 Property Damage Liability for that **trailer**. If such **trailer** showing Bodily Injury Liability
561 and Property Damage Liability on the Declaration of this policy is attached to a pulling
562 unit which is also covered for PART A – LIABILITY COVERAGE either on this policy or
563 another policy issued by **us**, then only the highest limit of coverage applies. No more
564 than one limit for Bodily Injury Liability and Property Damage Liability from all
565 Declarations issued by **us** on the **trailer**, pulling unit, or operator will apply when a
566 **trailer** and a pulling unit are attached. This one highest limit of coverage from the
567 **trailer**, pulling unit, or operator will be excess to any other liability insurance from any
568 other source.

569
570
571 If a **trailer** showing Bodily Injury Liability and Property Damage Liability on a
572 Commercial Automobile Declaration of this policy is attached to a vehicle **we** do not
573 insure, but the pulling unit and/or operator has other insurance available elsewhere, is
574 bonded or self-insured for liability, or is owned by any level of government or any of its
575 subdivisions or agencies, **our** coverage does not apply, unless the total sums of
576 protection available to the pulling unit is less than the limit for Bodily Injury Liability and
577 Property Damage Liability shown for the **trailer** on the Commercial Automobile
578 Declaration of this policy, in which case **our** limit on such Declaration may apply as
579 excess up to the difference between the total amount of protection available elsewhere
580 to the pulling unit and/or operator and the limit on the **trailer** shown on the Commercial
581 Automobile Declaration of this policy.

582

583 If a **trailer** showing Bodily Injury Liability and Property Damage Liability on a
584 Commercial Automobile Declaration of this policy is attached to a vehicle that has no
585 insurance from any source or is not bonded or self-insured, this policy provides
586 coverage under the Declaration showing Bodily Injury Liability and Property Damage
587 Liability for such **trailer** for liability resulting from the **trailer** only and does not provide
588 any coverage to the pulling unit.

590 II. Part A – Liability Coverage on this policy extends to a **trailer** not insured by **us** for Part A
591 – Liability on this policy or any other policy issued by **us**, while it is attached to an **auto**
592 which is covered under Part A – Liability Coverage of this policy. Only the one limit
593 shown on the Declaration as provided to the pulling unit for Bodily Injury Liability and
594 Property Damage Liability applies to both the pulling unit and the **trailer**, for a covered
595 accident. This one limit of coverage will be excess to any other liability insurance from
596 any other source

598 III. Part A – Liability Coverage on this policy extends to **your use** of a **trailer** not insured by
599 **us** for Part A – Liability Coverage on this policy or any other policy issued by **us**:
600 a. while it is not attached to any vehicle, and
601 b. only if it is not owned by **you** or available for **your** regular use, and
602 c. only if it has a load capacity of less than 2,000 pounds.

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

607 IV. Part A – Liability Coverage will extend to a **trailer** not insured by **us** for Part A – Liability
608 Coverage on this policy or any other policy issued by **us**, while it is not attached to a
609 vehicle, but only while being used in **your farming** operations at the time of the loss. It
610 must not be owned by **you** and it must temporarily replace a **trailer** showing Bodily
611 Injury Liability and Property Damage Liability on a Commercial Automobile Declaration
612 of this policy because that **trailer** showing Bodily Injury Liability and Property Damage
613 Liability on a Commercial Automobile Declaration of this policy is out of use as a result
614 of its breakdown, repair, damage or loss. Only the Declaration in effect on **your** trailer
615 which is out of use will apply. This coverage will be excess to any other liability
616 insurance on such non-owned **trailer**.

618 V. Part A – Liability Coverage will extend to a **trailer** owned by **you** and not insured by **us**
619 for Part A – Liability on this policy or any other policy issued by **us**, while it is not
620 attached to a vehicle, but only while being used in **your farming** operations at the time
621 of the loss. Only **your** one Declaration with the highest limit shown for Bodily Injury
622 Liability and Property Damage Liability in effect at the time of the covered accident will
623 apply. This coverage will not apply if there is any other liability insurance for such
624 **trailer**.

626 In addition to all other limitations, restrictions and exclusions pertaining to trailers in Part A
627 – Liability Coverage, there is no coverage provided:

- 628 1. For any **trailer** designed to carry **persons**;
- 629 2. For any **trailer** used in any type of **auto business**;
- 630 3. For any pulling unit, except as provided in paragraph I. above.

631
632 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE**
633 **ALLOWED BY THIS POLICY.**
634
635

636 **Limits of Liability**

637 The amount shown on the Commercial Automobile Declaration under Limits for BODILY
638 INJURY LIABILITY – Per Person refers to all damages including damages for care and
639 loss of services or consortium, arising out of and due to **bodily injury** to one **person**. The
640 amount shown on the Commercial Automobile Declaration under Limits for BODILY
641 INJURY LIABILITY - Per Accident refers to the amount, subject to the Per Person limit
642 shown under Per Person, for all such damages arising out of and due to **bodily injury** to
643 more than one **person** in the same accident.

644 The amount shown on the Commercial Automobile Declaration under Limits for
645 PROPERTY DAMAGE LIABILITY – Per Accident refers to all property damage in the
646 same accident.

647 **Our** limit of liability for covered losses will not exceed the amount shown under Limits for
648 Bodily Injury Liability and Property Damage Liability on **your** Declaration. Only one of
649 **your** Declarations will apply to any vehicle and/or driver in a covered accident.

650
651 **1. NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE**
652 **ALLOWED BY THIS POLICY.**

653 This is true regardless of the number of:

- 654 a. **Insureds**;
- 655 b. Policies issued;
- 656 c. Claims made;
- 657 d. Vehicles shown or premiums paid on the policy;
- 658 e. Vehicles involved in the accident; or
- 659 f. **Persons**, entities or organizations that may be insured.

660 2. In regard to an accident covered by Part A – Liability Coverage, **our** Limit of Liability for
661 all damages, including but not limited to those costs resulting from clean-up, testing,
662 monitoring, abating, mitigating, removal, remediation, treating, or disposal, arising out
663 of the actual, alleged or threatened discharge, dispersal, seepage, migration, release,
664 or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or
665 gases, waste materials or other irritants, contaminants or pollutants into or upon the
666 land, the atmosphere, any water course, or body of water will not exceed the limit(s) of
667 liability mandated by the applicable Financial Responsibility Law. This provision does
668 not increase **our** total Limit of Liability. All damages from continuous or repeated
669 exposure to substantially the same conditions will be considered as resulting from one
670 accident.

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

- 676 a. Any **person** entity or organization using **your auto**, a **newly acquired auto**,
677 **temporary substitute auto**, or **trailer** to which Part A – Liability Coverage
678 applies, other than:
- 679 1) **You** and the **person(s)** shown as Designated Representative on this policy's
680 Commercial Automobile Declaration, whose driver's license is not suspended
681 or revoked on the date of the accident;
- 682 2. **Your spouse**, whose driver's license is not suspended or revoked on the date
683 of the accident;
- 684 3) **Your family member**:
- 685 a. whose driver's license is not suspended or revoked on the date of the
686 accident;
- 687 b. whose driver's license has not been expired more than one year prior to
688 the accident;

- 689 c. who is not a **person** who has never had a driver's license;
690 d. whose **use** of such **auto** is within the scope of consent of **you, your**
691 **spouse**, or a **person** shown as Designated Representative on this policy's
692 Commercial Automobile Declaration(s);
- 693 4) A Scheduled Operator not already identified in paragraphs 3 a., 1) – 3) above,
694 who is shown on this policy's Commercial Automobile Declaration(s) as of the
695 date of the accident and:
696 a. whose driver's license is not suspended or revoked on the date of the
697 accident;
698 b. whose driver's license has not been expired more than one year prior to
699 the accident;
700 c. who is not a **person** that has never had a driver's license;
701 d. whose **use** of such **auto** is within the scope of consent of **you, your**
702 **spouse**, or a **person** shown as Designated Representative on this policy's
703 Commercial Automobile Declaration(s).
- 704 b. Any **person**, entity or organization using a **non-owned auto** to which PART A –
705 LIABILITY COVERAGE applies, other than:
706 1) **You** and the **person(s)** shown as Designated Representative on this policy's
707 Commercial Automobile Declaration(s), whose driver's license is not
708 suspended or revoked on the date of the accident;
709 2) **Your spouse**, whose driver's license is not suspended or revoked on the date
710 of the accident;
711 3) **Your family member**:
712 a. whose driver's license is not suspended or revoked on the date of the
713 accident;
714 b. whose driver's license has not been expired more than one year prior to
715 the accident;
716 c. who is not a **person** that has never had a driver's license;
717 d. who does not own, lease, or hire an **auto**; and
718 e. whose **use** of such **non-owned auto** is within the scope of consent of **you**
719 or **your spouse**;
- 720 4) A Scheduled Operator not already identified in paragraphs 3. b. 1) – 3) above,
721 who is shown on this policy's Commercial Automobile Declaration(s) as of the
722 date of the accident, and:
723 a. whose driver's license is not suspended or revoked as of the date of the
724 accident;
725 b. whose driver's license has not been expired more than one year prior to
726 the accident;
727 c. who is not a **person** that has never had a driver's license;
728 d. who does not own, lease, or hire the **non-owned auto**;
729 e. whose **use** of such **non-owned auto** is within the scope of consent of **you,**
730 **your spouse**, or a **person** shown as Designated Representative on this
731 policy's Commercial Automobile Declaration(s).
- 732 4. Any payment made to a **person** under PART C – UNINSURED MOTOR VEHICLE
733 COVERAGE of this policy for the same accident shall reduce any amount payable to
734 that **person** under PART A – LIABILITY COVERAGE of this policy.
- 735 5. Subject to all other terms of this Limits of Liability section, the limits of liability for
736 **trailers** is found in the section titled **Trailer Coverage** of PART A – LIABILITY
737 COVERAGE.
- 738 6. **Persons** having a derivative claim including but not limited to a claim for loss of care or
739 services do not constitute a separate and distinct **bodily injury** or limit of coverage.
740 Only one "Per Person" limit applies for all damages and claims of all claimants arising
741 out of one **person's bodily injury**.

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When Part A – Liability Coverage Does Not Apply

This policy shall comply with any motor vehicle compulsory insurance law or financial responsibility law to the extent required. In addition to the limitations of coverage in other sections of Part A – Liability Coverage:

There is no coverage:

1. While any vehicle insured under this section is:
 - a. Rented to others.
 - b. Being repaired, serviced or used by any **person** employed or engaged in any way in an **auto business**. This exclusion does not apply to the use of **your auto** by:
 - 1) **You** and the **person(s)** listed as Designated Representative(s) on the Commercial Automobile Declaration(s);
 - 2) **Your spouse** or the **spouse(s)** of the **person(s)** listed as Designated Representative(s) on the Commercial Automobile Declaration(s);
 - 2) Any **family member** of anyone identified in b. 1) or 2) above;
 - 3) Any agent, employee or partner of anyone identified in b. 1) or 2) or 3) above.This coverage is excess over any other insurance available for those identified in 4) above.
2. For any **bodily injury** including, but not limited to, all consequential, pecuniary, and/or statutory damages arising in any way out of, or derivative of, any **bodily injury**:
 - a. To a fellow employee while on the job and arising from the **use** of a vehicle by another employee in the employer's **business**. **You** and the **person(s)** listed as Designated Representative(s) on the Commercial Automobile Declaration(s) are covered for such injury to a fellow employee;
 - b. To any employee of:
 - i.) any **insured**;
 - ii.) a spouse or **family member** of:
 1. any Designated Representative or any Scheduled Operator shown on the Commercial Automobile Declaration(s);
 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or 5.A. of the section **Who is an Insured**, paragraph I., of Part A – Liability Coverage;arising out of and/or in the course of his or her employment by any such **person** identified in 2.b. i) or 2.b. ii) above.This exclusion 2. b. does not apply:
 - i.) to a household employee, domestic employee or **farm employee** who is not covered by, or who is not entitled or required to be covered under, any workers' compensation insurance or benefits;
 - ii.) to liability assumed by the **insured** under an **insured contract**.
 - c. To the spouse, child, parent, brother or sister of any employee as a consequence of 2.a. or 2.b. above.Exclusions 2.a. through 2.c. above apply whether the **insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with, or to repay, someone else who must pay damages because of injury.
- d. To any **insured** or any **insured's family member** to the extent the limits of liability of this policy exceed the limits of liability required by law. If any other liable party has met the limits required by the Financial Responsibility Laws in the state where the accident occurs, this PART A – LIABILITY COVERAGE does not apply.
- e. Which arises out of the transmission of a communicable disease by any:
 - i.) **insured**;
 - ii.) **spouse** or **family member** of:
 1. any Designated Representative or any Scheduled Operator shown on this

- 795 policy's Commercial Automobile Declaration(s);
796 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or
797 5.A. of the section **Who is an Insured**, paragraph I., of Part A – Liability
798 Coverage;
799 3. For:
800 a. Any **bodily injury** or property damage for which the United States of America or
801 State Government, or State Institution, or State Entity, or any of their departments
802 or agencies might be liable for the **insured's use** of any vehicle.
803 b. Property damage to property owned by, rented to, in the care, custody, or control
804 of, in charge of, or transported by:
805 i. an **insured**;
806 ii. a **spouse** or **family member** of:
807 1. Any Designated Representative or any Scheduled Operator shown on the
808 Commercial Automobile Declaration(s);
809 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or
810 5.A. of the section **Who is an Insured**, paragraph I., of PART A –
811 LIABILITY COVERAGE;
812 But coverage applies to:
813 1) A residence or private garage rented to **you** and damaged by an **auto we**
814 insure on this policy; or
815 2) An **auto**:
816 a. Operated by any **insured**; and
817 b. Owned by a **person** or organization engaged in the **business** of selling,
818 repairing, or servicing motor vehicles; and
819 c. Loaned to any **insured** for demonstration purposes or as a replacement
820 for **your auto** while it is out of use due to breakdown, **repair**, or servicing.
821 3) An **auto**:
822 a. In **your** possession, and
823 b. Owned by **your** employer, and
824 c. damaged by **your** or **your family member's** negligence, or the first listed
825 Designated Representative's or their **family member's** negligence,
826 arising out of the **use of your auto**, a **newly acquired auto**, a **non-**
827 **owned auto**, a **temporary substitute auto** not owned, leased or
828 provided by **your** employer, or a **trailer** covered by Part A – Liability
829 Coverage of this policy. **We** will not pay more than fifteen thousand
830 dollars (\$15,000) for such damages addressed in 3.b.3) above.
831 4. For any obligation of:
832 a. **You**;
833 b. Any **insured**;
834 c. Any **spouse** or **family member** of:
835 i. Any Designated Representative or Scheduled Operator shown on the
836 Commercial Automobile Declaration(s); or
837 ii. Any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A. or 5.A.,
838 of the section **Who is an Insured**, paragraph I., of Part A – Liability Coverage;
839 d. Any insurer of those identified in 4.a. through c. above;
840 under any type of **compensation law** or similar law.
841 This exclusion applies whether those identified in 4.a. through d. above may be liable
842 as an employer or in any other capacity, and to any obligation to share damages with,
843 or to fully or partially reimburse a third party for such damages including, but not
844 limited to, damages paid under unemployment compensation laws, non-occupational
845 disability, occupational disease benefits, the Federal Employers' Liability Act, or the
846 Jones Act.
847 5. For liability assumed by:

- 848 a. **You**;
- 849 b. Any **insured**;
- 850 c. Any **spouse** or **family member** of:
- 851 i. Any Designated Representative or Scheduled Operator shown on the
- 852 Commercial Automobile Declaration(s); or
- 853 ii. Any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A. or 5.A.,
- 854 of the section **Who is an Insured**, paragraph I., of PART A – LIABILITY
- 855 **COVERAGE**;
- 856 under, or arising out of a breach of, any oral or written contract or agreement. But this
- 857 exclusion does not apply to liability for damages:
- 858 a. Assumed in a contract or agreement that is an **insured contract** provided the
- 859 **bodily injury** or property damage occurs subsequent to the execution of the
- 860 contract or agreement; or
- 861 b. That the **insured** would have in the absence of an **insured contract**.
- 862 6. For **bodily injury** or property damage
- 863 a. Resulting from the explosion of any weapon employing atomic fission or fusion;
- 864 b. Resulting from nuclear reaction or radiation, or radiation contamination, however
- 865 caused;
- 866 c. Resulting from the **hazardous properties of nuclear materials**;
- 867 7. For liability of any **insured** for punitive or exemplary damages.
- 868 8. For **bodily injury** or property damage if an **insured's** conduct contributed to such
- 869 **bodily injury** or property damage by seeking to elude lawful apprehension or arrest
- 870 by a law enforcement officer, or while committing a felonious act.
- 871 9. For **bodily injury** or property damage arising from the **use** of any vehicle designed for
- 872 racing or any other vehicle while competing in, practicing for, or preparing for, any
- 873 racing or speed contest or other competitive event. Competitive event does not
- 874 include participation in a parade or car show.
- 875 10. For **bodily injury** or property damage expected or intended by an **insured** even if the
- 876 resulting **bodily injury** or property damage is of a different kind, quality or degree than
- 877 initially expected, or is sustained by a different **person**, entity, real or personal
- 878 property, than initially expected .
- 879 11. For any actual, alleged, threatened or adjudicated **bodily injury** or property damage
- 880 resulting from physical, mental or emotional injury or damage including, but not limited
- 881 to, that derived from abuse, harassment, belittlement, disparagement, revilement,
- 882 castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation,
- 883 torment, torture, devilment or bullying, whether through physical, verbal, imaged,
- 884 texted, electronically transmitted, telephonic, or any other means.
- 885 12. For **bodily injury** or property damage resulting from the handling of property:
- 886 a. Before it is moved from the place where it is accepted by the **insured** for
- 887 movement into or onto the covered vehicle; or
- 888 b. After it is moved from the covered vehicle to the place where it is finally delivered
- 889 by the **insured**.
- 890 13. For **bodily Injury** or property damage arising out of the operation of any of the
- 891 following, whether attached or not attached to **your auto, newly acquired auto, non-**
- 892 **owned auto or temporary substitute auto** :
- 893 a. Air compressors;
- 894 b. pumps;
- 895 c. generators;
- 896 d. food or beverage service equipment;
- 897 e. other equipment used for spraying, welding, cleaning, geophysical exploration,
- 898 lighting, or well servicing.
- 899 14. For **bodily injury** and property damage resulting from the movement of property by a
- 900 mechanical device (other than a hand truck) unless the device is attached to the

- 901 covered **auto**.
- 902 15. For **bodily injury** or property damage arising out of **your** work after that work has
- 903 been completed or abandoned.
- 904 In this exclusion, **your** work means:
- 905 a. Work or operations performed by **you** or on **your** behalf; and
- 906 b. Materials, parts, or equipment furnished in connection with such work or
- 907 operations.
- 908 **Your** work includes warranties or representations made at any time with respect to the
- 909 fitness, quality, durability, or performance of any of the items included in paragraphs
- 910 15.(a.) or (b.) above.
- 911 **Your** work will be deemed completed at the earliest of the following times:
- 912 a. When all of the work called for in **your** contract has been completed.
- 913 b. When all of the work to be done at the site has been completed if **your** contract
- 914 calls for work at more than one site.
- 915 c. When that part of the work done at a job site has been put to its intended use by
- 916 any **person** or organization other than another contractor or subcontractor working
- 917 on the same project. Work that may need service, maintenance, correction,
- 918 repair, or replacement, but which is otherwise complete, will be treated as
- 919 completed.
- 920 16. For **bodily injury** or property damage caused by the explosion of explosives **you**
- 921 make, sell or transport.
- 922 17. For **bodily injury** resulting from any actual, alleged, threatened or adjudicated sexual
- 923 abuse, harassment, molestation or relations.
- 924 18. For **bodily injury** or property damage resulting from war, whether declared or
- 925 undeclared, riot or civil commotion, invasion, insurrection, rebellion, revolution, military
- 926 or usurped power, or confiscation by order of any government or public authority.
- 927 19. For damages including but not limited to those costs resulting from clean-up, testing,
- 928 monitoring, abating, mitigating, removal, remediation or disposal, arising out of the
- 929 actual, alleged or threatened discharge, dispersal, seepage, migration, release, or
- 930 escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases,
- 931 waste materials or other irritants, contaminants or pollutants into or upon the land, the
- 932 atmosphere, any water course, or body of water, except as provided in the Limits of
- 933 Liability section of Part A – Liability.
- 934 20. While any vehicle is operated by or is under the control of any person shown as a
- 935 Restricted Driver on the Automobile Declaration except to the extent required by any
- 936 motor vehicle compulsory insurance law or financial responsibility law.
- 937 21. For any vehicle or driver of such vehicle, otherwise covered by this policy, while such
- 938 vehicle is being used at the time of an accident as a public livery or conveyance to
- 939 transport or carry **persons** for any compensation or suggested donation. This
- 940 includes, but is not limited to:
- 941 a. while a driver is logged onto a **transportation network company's** digital network;
- 942 or
- 943 b. while a driver provides a prearranged ride.

944 **If There Is Other Liability Coverage**

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

946 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below,

947 if two or more vehicle liability policies issued by **us** to:

- 948 a. **you**;
- 949 b. **your spouse**;
- 950 c. **your family members**;
- 951 d. any **person(s)** shown as Designated Representative on this policy's Commercial
- 952 Automobile Declaration(s), their **spouse** or **family members**; or
- 953

- 954 e. any entity owned or controlled by **you, your spouse, the person(s)** shown as
955 Designated Representative on this policy's Commercial Automobile Declaration(s)
956 or their **spouse(s)**;
957 apply to the same driver and/or vehicle in a covered accident, the total limits of liability
958 under all such policies shall not exceed that of the policy with the highest limit for
959 Bodily Injury Liability and Property Damage Liability showing on a Declaration of that
960 policy which applies to such driver and/or vehicle. Only one Declaration with the
961 highest limit of liability will apply.
- 962 2. Liability Coverage Available From Other Sources:
963 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, and
964 subject to all other terms of this section and of PART A –LIABILITY COVERAGE, if
965 there is coverage available:
966 a. under one or more policies of insurance issued by any other insurance carrier or
967 by **us** to a **person(s)** or entity(s) other than those identified in paragraph 1 above;
968 and/or
969 b. from a party that is self-insured under any motor vehicle financial responsibility
970 law, a motor carrier law or any similar law;
971 for the same accident, this coverage will apply only as excess over such other
972 coverage.
- 973 3. **Newly Acquired Auto:**
974 This coverage does not apply if there is other vehicle liability coverage on a
975 **newly acquired auto**.
- 976 4. **Trailers:**
977 In regard to **trailers**, see the section titled **Trailer Coverage** of PART A –
978 LIABILITY COVERAGE for terms pertaining to when there is other liability
979 insurance.
980

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

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

- 984 1. Out-of-State Coverage:
985 If an **insured** under the liability coverage is in another state, United States territory or
986 possession, Puerto Rico, or Canada and, as a non-resident, becomes subject to its
987 motor vehicle compulsory insurance, financial responsibility or similar law, for a
988 covered loss:
989 a. The policy will be interpreted to give the coverage required by the law; and
990 b. The coverage so given replaces any coverage in this policy to the extent required
991 by the law for the **insured's use** of an **auto** insured under this policy.
992 Any coverage so extended shall be reduced to the extent other coverages apply,
993 including PART B – MEDICAL PAYMENTS COVERAGE, to the accident. In no event
994 shall a **person** collect more than once.
995 Any coverage so extended does not apply to the limit or limits specified by any law
996 governing motor carriers of passengers or property including any vehicle operating
997 under the authority of an ICC, PSC, 1980 Motor Carrier Act or any similar federal or
998 state agency requirements.
- 1000 2. Financial Responsibility Law:
1001 When certified under any law as proof of future financial responsibility, and while
1002 required during the policy period, this policy shall comply with such law to the extent
1003 required. The **insured** agrees to repay **us** for any payment **we** would not have had to
1004 make under the terms of this policy except for this agreement.
1005
1006

PART B - MEDICAL PAYMENTS COVERAGE

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

MEDICAL EXPENSES

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

Reasonable medical expenses do not include expenses:

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

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

Persons for Whom Medical Expenses Are Payable

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

Who Is an Insured

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

1. The Named Insured(s) and any **person** listed as Designated Representative on the Commercial Automobile Declaration;
2. Any **family member** of the **person** identified in 1. above;
3. Any Scheduled Operator shown on the Commercial Automobile Declaration as of the date of the accident;

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

- a. While they operate or **occupy** a vehicle covered under PART A –LIABILITY COVERAGE of this policy; or
- b. Through being struck as a pedestrian by a motor vehicle or **trailer**. A Scheduled Operator other than **you**, a **person** listed as Designated Representative on this policy's Commercial Automobile Declaration(s), or a **family member** of either, must be struck while performing activities with respect to the conduct of **your business** or

1060 farming operation. A pedestrian means a **person** who is not **occupying** a motor
1061 vehicle, **trailer** or bicycle.

1062 4. Any other **person** while **occupying**:

- 1063 a. A vehicle covered under PART-A LIABILITY COVERAGE of this policy, except a
1064 **non-owned auto**. The vehicle has to be operated by a **person** who is an **insured**
1065 under PART A –LIABILITY COVERAGE of this policy;
- 1066 b. A **non-owned auto**. The **bodily injury** has to result from such **non-owned auto's**
1067 operation or **occupancy** by a Named Insured or a **person** shown as Designated
1068 Representative on this policy's Commercial Automobile Declaration(s), their
1069 **spouses**, their **family members**, or a Scheduled Operator shown on this policy's
1070 Commercial Auto Declaration(s) as of the date of the accident.

1071 **Payment of Medical Expenses**

1072 **We** may pay the injured **person** or any **person** or organization performing the services.

1073
1074 **Limit of Liability**

1075 The amount of coverage for medical expenses, including funeral services, is shown on the
1076 Commercial Automobile Declaration under Limits for MEDICAL PAYMENTS COVERAGE.
1077 The maximum amount payable per **person** under Medical Payments Coverage for funeral
1078 services is the limit for MEDICAL PAYMENTS COVERAGE shown on the Declaration or
1079 \$6,000, whichever is less. Only one of **your** Declarations will apply in a covered accident.

1080 1. A motor vehicle and attached **trailer** are one vehicle and:

- 1081 a. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on both the
1082 **trailer** and the pulling unit in a covered accident, only the one Declaration showing
1083 the highest limit of Medical Payments applies.
- 1084 b. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on the towing
1085 unit only, then **we** will pay no more than the towing unit's one limit of coverage in a
1086 covered accident.
- 1087 c. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on the **trailer** in
1088 a covered accident, but **we** do not insure the towing unit for PART B – MEDICAL
1089 PAYMENTS COVERAGE, then the limit of MEDICAL PAYMENTS COVERAGE **we**
1090 show for the **trailer** is excess coverage over any other coverage available to the
1091 towing unit, operator, or the **trailer**.

1092 2. The limit shown on the Commercial Automobile Declaration for MEDICAL PAYMENTS
1093 COVERAGE is **our** maximum limit for each **person** injured in any one accident. This
1094 is the most **we** will pay regardless of the number of:

- 1095 a. **Insureds**;
- 1096 b. Claims made;
- 1097 c. Applicable insurance policies;
- 1098 d. Vehicles or premiums shown on the policy; or
- 1099 e. Vehicles involved in the accident.

1100 Subject to all other terms of this coverage, when an injured **insured** in a covered accident
1101 is **occupying** a vehicle showing MEDICAL PAYMENTS COVERAGE on this policy, the
1102 Declaration for that vehicle, only, will apply. The injured **insured** cannot choose another
1103 Declaration.

1104
1105 **If There Is Other Medical Payments Coverage**

1106 1. Non-Duplication:

1107 No **person** for whom medical expenses are payable under this coverage shall recover
1108 more than once for the same medical expense under this or similar vehicle insurance.

1109 2. Policies Issued by **Us**

1110 If two or more policies and/or Declarations issued by **us** to **you**, **your spouse**, **your**
1111 **family member(s)**, the **person(s)** shown as Designated Representative or Scheduled
1112 Operator on this policy's Commercial Automobile Declaration(s) or their **spouse(s)** or

1113 their **family member(s)**, provide PART B - MEDICAL PAYMENTS COVERAGE and
1114 apply to the same **bodily injury** sustained by any **insured** in a covered accident, the
1115 total limit of MEDICAL PAYMENTS COVERAGE under all such policies and/or
1116 Declarations shall not exceed that of the one highest limit of MEDICAL PAYMENTS
1117 COVERAGE.

1118 3. Subject to items 1. and 2. above, this coverage is excess:

- 1119 a. If a **temporary substitute auto** or a **non-owned auto** has other vehicle medical
1120 payments coverage on it; or
- 1121 b. If other vehicle MEDICAL PAYMENTS COVERAGE applies to **bodily injury**
1122 sustained by an **insured** as a pedestrian in a covered accident.

1123 4. This coverage does not apply if there is other vehicle MEDICAL PAYMENTS
1124 COVERAGE on a **newly acquired auto**.

1125 5. **Trailers:**

1126 If **we** have written PART B - MEDICAL PAYMENTS COVERAGE on the **trailer** in a
1127 covered accident, but **we** do not insure the towing unit for MEDICAL PAYMENTS
1128 COVERAGE, then the limit of MEDICAL PAYMENTS COVERAGE **we** show for the
1129 **trailer** is excess coverage over any other coverage available to the towing unit,
1130 operator, or the **trailer**.

1131 1132 1133 **When Part B – Medical Payments Coverage Does Not Apply**

1134 There is no coverage:

- 1135 1. While a **non-owned** auto is used by any **person** employed or engaged in any way in
1136 an **auto business**.
- 1137 2. While **occupying** or through being struck by any motor vehicle or trailer:
 - 1138 a. Designed mainly for use off public roads while off public roads; or
 - 1139 b. Located for use as a residence or premises; or
 - 1140 c. That runs on rails or crawler treads.
- 1141 3. For **bodily injury** caused by or as a consequence of:
 - 1142 a. Discharge of a nuclear weapon (even if accidental);
 - 1143 b. war (declared or undeclared);
 - 1144 c. Civil war;
 - 1145 d. Insurrection; or
 - 1146 e. Rebellion or revolution.
- 1147 4. For medical expenses for **bodily injury**:
 - 1148 a. sustained while **occupying** or through being struck by a vehicle owned or leased
1149 by **you, your spouse, your family member(s)**, the **person(s)** shown as
1150 Designated Representative on this policy's Commercial Automobile Declaration(s),
1151 their **spouse** or their **family member(s)**, that is not a vehicle shown on your
1152 Commercial Automobile Declaration as having Medical Payments Coverage;
 - 1153 b. to any employee arising out of and in the course of their employment if such
1154 employee has, or if their employer is required to have, a policy providing workers
1155 compensation, non-occupational disability, or occupational disease benefits
1156 covering the **bodily injury**;
 - 1157 c. sustained by any **person**, other than **you, your spouse** or **family member**, or a
1158 **person** listed as Designated Representative on this policy's Commercial
1159 Automobile Declaration(s) or their **spouse** or **family member**, or Scheduled
1160 Operator listed on this policy's Commercial Automobile Declaration(s), while
1161 **occupying** a vehicle rented to others.
- 1162 5. For **bodily injury** sustained by anyone while **occupying** any motorized vehicle having
1163 fewer than four wheels, unless that motor vehicle is shown on the Commercial
1164 Automobile Declaration as having this coverage.
- 1165 6. For **bodily injury** sustained by anyone while **occupying** a vehicle without permission

- 1166 to do so.
- 1167 7. For **bodily injury** from, or as a consequence of, the following, whether controlled or
- 1168 uncontrolled or however caused:
- 1169 a. Nuclear reaction;
- 1170 b. Radiation; or
- 1171 c. Radioactive contamination; or
- 1172 d. **Hazardous properties of nuclear materials.**
- 1173 8. For **bodily injury** sustained while **occupying** any vehicle designed for racing or any
- 1174 vehicle while competing in, practicing or preparing for, any racing or speed contest or
- 1175 other competitive event. Competitive event does not include participation in a parade
- 1176 or car show.
- 1177 9. For **bodily injury** to anyone if their conduct contributed to the **bodily injury** by
- 1178 seeking to elude lawful apprehension, arrest by a law enforcement official, or while
- 1179 committing a felonious act.
- 1180 10. For **bodily injury** which arises out of the transmission of a communicable disease.
- 1181 11. For any **bodily injury** expected or intended by:
- 1182 a. Any **insured** or their **family member**; or
- 1183 b. Any member, manager, partner, officer, director, shareholder, executor,
- 1184 administrator, or trustee of any entity shown as a Named Insured on the
- 1185 Commercial Automobile Declaration of this policy;
- 1186 Even if the resulting **bodily injury** is of a different kind, quality or degree than initially
- 1187 expected or intended, or is sustained by a different **person** than initially expected or
- 1188 intended.
- 1189 12. For charges for the treatment of **bodily injury** which results from the willful or
- 1190 malicious acts of:
- 1191 a. any **insured** or their **family member**; or
- 1192 b. Any member, manager, partner, officer, director, shareholder, executor,
- 1193 administrator, or trustee of any entity shown as a Named Insured on this policy.
- 1194 13. For **bodily injury** to any **person** operating a motor vehicle while under the influence
- 1195 of a controlled substance, if in violation of the state law where the accident occurred,
- 1196 or with a blood alcohol content that exceeds the legal limit of the state where the
- 1197 accident occurred.
- 1198 14. For **bodily injury** or property damage resulting from any actual, alleged, threatened or
- 1199 adjudicated sexual abuse, harassment, molestation, or relations.
- 1200 15. For any actual, alleged, threatened or adjudicated **bodily injury** or property damage
- 1201 resulting from physical, mental or emotional injury or damage including, but not limited
- 1202 to, that derived from abuse, harassment, belittlement, disparagement, revilement,
- 1203 castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation,
- 1204 torment, torture, devilment or bullying, whether through physical, verbal, imaged,
- 1205 texted, electronically transmitted, telephonic, or any other means.
- 1206 16. While any vehicle is operated by or is under the control of any person shown as a
- 1207 Restricted Driver on the Automobile Declaration.
- 1208 17. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle
- 1209 otherwise covered by this policy, while such vehicle is being used at the time of an
- 1210 accident as a public livery or conveyance to transport or carry **persons** for any
- 1211 compensation or suggested donation. This includes, but is not limited to:
- 1212 a. While a driver is logged onto a **transportation network company's** digital
- 1213 network; or
- 1214 b. While a driver provides a prearranged ride.
- 1215 **We** will provide coverage, not otherwise excluded, for:
- 1216 i. **you**, an **your family members** who do not own or lease an **auto**;
- 1217 ii. the first person listed as Designated Representative on the Declaration, and
- 1218 his/her **family members** who do not own or lease an **auto**; and

1219 iii. scheduled operators;
1220 while a passenger (non-operator) of a **non-owned auto** being used for such purposes
1221 at the time of the accident.

1222 **PART C – UNINSURED MOTOR VEHICLE COVERAGE**

1223 Subject to all terms of this contract, **you** have this coverage if Uninsured Motor Vehicle
1224 appears on the Commercial Automobile Declaration, and if the appropriate premium for the
1225 Limits shown has been paid.

1226 **We** will pay damages for **bodily injury** an **insured** is legally entitled to collect from the
1227 owner or driver of an **uninsured motor vehicle**. The **bodily injury** must be sustained by
1228 an **insured** and caused by an accident arising out of the operation, maintenance or use of
1229 an **uninsured motor vehicle**.

1230 **Uninsured Motor Vehicle** means:

- 1231 1. a land motor vehicle, the ownership, maintenance or use of which:
- 1232 a. Is not insured or bonded for **bodily injury** liability at the time of the accident; or
 - 1233 b. The insuring company denies coverage or is, or becomes, insolvent; or
- 1234 2. a “phantom vehicle” which is a land motor vehicle whose owner or driver remains
1235 unknown and causes **bodily injury** to the **insured**.

1236 If there is no physical contact with the “phantom vehicle”, the **insured** or someone on
1237 his/her behalf must report the accident within twenty-four (24) hours to a police, peace, or
1238 judicial officer and must file with **us** within thirty (30) days thereafter a statement under oath
1239 that the **insured** or his/her legal representative has a cause of action arising out of such
1240 accident for damages against a **person** or **persons** whose identity is unascertainable, and
1241 setting forth the facts in support thereof. The facts of the accident must be proven. **We** may
1242 request supporting evidence other than the testimony of a **person** making a claim under
1243 this or any similar coverage to support the validity of such claim. Failure of the **insured** to
1244 report a “phantom vehicle” accident and to provide the information requested concerning
1245 such vehicle may result in the denial of any insurance coverage otherwise available if **we**
1246 can establish that **our** rights have been prejudiced by lack of such notice.

1247 An **uninsured motor vehicle** does not include any vehicle or equipment:

- 1248 1. Insured under the liability coverage of this or any other policy; or
- 1249 2. Owned by or furnished or available for the regular **use** of **you, your spouse**, any of
1250 **your family members**, the **persons** shown as Designated Representative on this
1251 policy’s Commercial Automobile Declaration(s) or their **spouses** or their **family**
1252 **members**; or
- 1253 3. Owned or operated by a **person** or organization qualifying as a self-insurer under any
1254 applicable motor vehicle financial responsibility law, motor carrier law or any similar law;
1255 or
- 1256 4. Owned by any government or any of its political subdivisions or agencies; or
- 1257 5. Designed for use mainly off public roads except while on public roads; or
- 1258 6. While located for **use** as a premises; or
- 1259 7. Operated on rails or crawler treads.

1260 **Who Is an Insured**

1261 Subject to all other terms of this coverage and of this policy:

1262 **Insured** – means the **person** or **persons** covered by Part C – UNINSURED MOTOR
1263 VEHICLE COVERAGE.

1264 This is:

- 1265 1. The **person(s)** listed as the Named Insured on the Commercial Automobile
1266 Declaration and/or the **person(s)** listed as Designated Representative on the

- 1272 Commercial Automobile Declaration;
1273 2. The **spouse** of the person(s) identified in 1. above;
1274 3. The **family members** of the **person(s)** identified in 1. above except that any **family**
1275 **member** who owns or leases an **auto** is only considered to be an **insured** while
1276 **occupying your auto**, a **temporary substitute auto**, or a **newly acquired auto**, or
1277 **trailer** attached to one of these **autos**;
1278 4. Any other **person** while **occupying**:
1279 a. **Your auto**, a **temporary substitute auto**, a **newly acquired auto**, or **trailer**
1280 attached to one of these **autos**. Such **auto** or **trailer** has to be used within the
1281 scope of the consent of **you**, **your spouse**, a **person** shown as Designated
1282 Representative on the Commercial Automobile Declaration, or the spouse of a
1283 person listed as Designated Representative on the CoA Declaration; or
1284 b. An **auto** not owned or leased by:
1285 1) **you**;
1286 2) a **person** shown as a Designated Representative on the Commercial
1287 Automobile Declaration;
1288 3) a Scheduled Operator shown on the Commercial Automobile Declaration; or
1289 4) the **spouse** or a **family member** of anyone identified in 1. – 3. above,
1290 or a **trailer** attached to such **auto**.
1291 Such **auto** has to be driven by **you**, a **person** shown as Designated Representative
1292 on the Commercial Automobile Declaration, or a **person** shown as a Scheduled
1293 Operator on the Commercial Automobile Declaration and within the scope of the
1294 owner's consent.

1295 Such other **person occupying** any vehicle that is **used** to carry **persons** for a charge
1296 is not an **insured**.

- 1297 5. Any **person** entitled to recover damages because of **bodily injury** to an **insured**
1298 under 1 through 3 above.

1299 **We do not provide PART C - UNINSURED MOTOR VEHICLE COVERAGE for bodily**
1300 **injury** sustained by any **insured** using a vehicle or trailer without permission to do so.

1301

1302 **Consent to be Bound**

1303 **We** are not bound by any judgment or verdict against any **person** or organization obtained
1304 without **our** written consent.

1305

1306 **Payment of Loss**

1307 **We** may pay:

- 1308 1. The **insured**; or
1309 2. A parent or guardian if the **insured** is a minor or an incompetent **person**; or
1310 3. The surviving **spouse**; or
1311 4. At **our** option, a **person** authorized by law to receive such payment; or
1312 5. An organization rendering the service.

1313 Payment under PART C – UNINSURED MOTOR VEHICLE COVERAGE will not
1314 constitute an admission of liability of any **person**, or of **us** except under PART C –
1315 UNINSURED MOTOR VEHICLE COVERAGE

1316

1317 **Limits of Liability**

- 1318 1. The amount of coverage is shown on the Commercial Automobile Declaration under
1319 **Limits for UNINSURED MOTOR VEHICLE - PER PERSON, PER ACCIDENT**. Under
1320 PER PERSON is the amount of coverage for all damage, including damages for care
1321 and loss of services, consortium, or death, arising out of and due to **bodily injury** to
1322 one **person**. Under PER ACCIDENT is the total amount of coverage, subject to the
1323 amount shown under PER PERSON, for all such damages arising out of and due to
1324 **bodily injury** to two or more **persons** in the same accident. **Persons** having a

- 1325 derivative claim including but not limited to a claim for loss of care or services do not
1326 constitute a separate and distinct **bodily injury** or limit of coverage. Only one "Per
1327 Person" limit applies for all damages and claims of all claimants arising out of one
1328 **person's bodily injury**.
- 1329 2. The limits shown on the Declaration for Uninsured Motor Vehicle will be reduced by any
1330 payment, whether yet made, to, or for, the **insured**:
- 1331 a. By or for any **person** or organization who is or may be held legally liable for the
1332 **bodily injury to the insured**; or
1333 b. For **bodily injury** under the liability coverage of any other policy.
- 1334 3. The limits shown on the Declaration for Uninsured Motor Vehicle will be reduced by any
1335 payment, whether yet made, to, or for, the insured under A – LIABILITY COVERAGE of
1336 this policy.
- 1337 4. The limits shown on the Declaration for Uninsured Motor Vehicle are not increased
1338 because:
- 1339 a. more than one vehicle is insured under this policy; or
1340 b. more than one **person** is insured at the time of the accident.
- 1341 5. Regardless of the limits of for UNINSURED MOTOR VEHICLE coverage shown on the
1342 Commercial Automobile Declaration, the limits for PART C - UNINSURED MOTOR
1343 VEHICLE coverage will not exceed the applicable limit of Uninsured Motor Vehicle
1344 coverage mandated by the Financial Responsibility Law of the state in which the
1345 accident occurred for:
- 1346 a. any **person** other than **you, your spouse, your family member** or Scheduled
1347 Operator shown on the Commercial Automobile Declaration as of the date of the
1348 accident, who with **your** consent is **occupying your auto, a newly acquired auto,**
1349 **temporary substitute auto, non-owned auto, or trailer** that is either attached to
1350 one of these **autos** or shown as a vehicle insured for Uninsured Motor Vehicle on
1351 the Commercial Automobile Declaration, and
1352 b. any **person** operating a vehicle to which this PART C – UNINSURED MOTOR
1353 VEHICLE COVERAGE applies, if the operator's driver's license is suspended or
1354 revoked at the time of the accident
1355

1356 Other Insurance

- 1357 1. If an **insured** sustains **bodily injury** while on a bicycle or as a pedestrian or while
1358 **occupying** a vehicle that is not owned or leased by that **insured** and that is not **your**
1359 **auto**, any coverage under this policy that applies will be excess over any other
1360 uninsured motor vehicle coverage.
- 1361 2. Subject to 1 above, if there is other similar uninsured motor vehicle insurance not
1362 provided by **us**, available to the injured **insured**, **we** are liable only for **our** share. **Our**
1363 share is that percent of the damages that the limit of this coverage bears to the total of
1364 all uninsured motor vehicle coverage applicable to the accident.
- 1365 3. **Trailers:**
- 1366 This Part C - Uninsured Motor Vehicle Coverage does not apply when:
- 1367 a. A **trailer** not shown as a vehicle insured on this policy; or
1368 b. A **trailer** shown as a vehicle insured on this policy but the Declaration for that
1369 **trailer** does not show Uninsured Motor Vehicle Coverage on the Commercial
1370 Automobile Declaration for such **trailer**;
- 1371 is connected to an **auto**, other than **your auto**, that has uninsured motor vehicle
1372 coverage applicable to the accident.
1373

1374 When Part C – UNINSURED MOTOR VEHICLE COVERAGE Does Not Apply

1375 There is no coverage under PART C – UNINSURED MOTOR VEHICLE COVERAGE:

- 1376 1. For any **insured** who, without **our** written consent, settles with any **person** or
1377 organization which may be liable for the **bodily injury** and thereby impairs **our** right to

- 1378 recover **our** payments.
1379 2. For damages sustained by any **insured** if benefits are:
1380 (a) Payable to, or on behalf of, such **insured** under any **compensation law** as a
1381 result of the same accident, or
1382 (b) Required by any **compensation law** to be provided to, or on behalf of, such
1383 **insured** as a result of the same accident.

1384 This exclusion 2. does not apply to the amounts of coverage mandated by any
1385 uninsured motorist insurance law or financial responsibility law applicable to the
1386 accident, but does apply to coverages which are not mandated by such laws.

- 1387 3. For punitive or exemplary damages.
1388 4. For **bodily injury** to an **insured** if such **insured's** conduct contributed to the **bodily**
1389 **injury** by seeking to elude lawful apprehension or arrest by a law enforcement officer or
1390 while committing a felonious act.
1391 5. For **bodily injury** which arises out of the transmission of a communicable disease.
1392 6. For **bodily injury** sustained while **occupying** any vehicle designed for racing or any
1393 vehicle while competing in, or practicing or preparing for, any racing or speed contest or
1394 other competitive event. Competitive event does not mean participating in a parade or
1395 car show.
1396 7. For **bodily injury** resulting from any actual, alleged, threatened or adjudicated sexual
1397 abuse, harassment, molestation or relations.
1398 8. For any actual, alleged, threatened or adjudicated **bodily injury** resulting from physical,
1399 mental or emotional injury or damage including, but not limited to, that derived from
1400 abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement,
1401 criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or
1402 bullying, whether through physical, verbal, imaged, texted, electronically transmitted,
1403 telephonic, or any other means.
1404 9. While any vehicle is operated by or is under the control of any person shown as a
1405 Restricted Driver on the Commercial Automobile Declaration except to the extent
1406 required by any motor vehicle compulsory insurance law or financial responsibility law.
1407 10. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle
1408 otherwise covered by this policy, while such vehicle is being used at the time of an
1409 accident as a public livery or conveyance to transport or carry **persons** for any
1410 compensation or suggested donation. This includes, but is not limited to:
1411 a. while a driver is logged onto a **transportation network company's** digital
1412 network; or
1413 b. While a driver provides a prearranged ride.

1414 **We** provide coverage not otherwise excluded, for:

- 1415 i. **you**, and **your family members** who do not own or lease an **auto**;
1416 ii. the **person(s)** listed as Designated Representative(s) on the
1417 Commercial Automobile Declarations, and his/her **family members** who do not
1418 own or lease an **auto**; and
1419 iii. Scheduled operators shown on the Commercial Automobile Declaration;
1420 while a passenger (non-operator) of a **non-owned auto** being used
1421 for such purposes at the time of the accident.

1422 This exclusion does not apply to a share-the-expense carpool or to a **private**
1423 **passenger auto** used in **your business** as a courtesy shuttle for customers.

- 1424 11. For **bodily injury** sustained by any **insured** using a vehicle without permission to
1425 do so.

1426
1427 EFFECT OF UNINSURED MOTORIST INSURANCE LAWS OR FINANCIAL
1428 RESPONSIBILITY LAWS

1429 If an applicable uninsured motorist law or financial responsibility law renders any provision
1430 of this Part of the policy unenforceable, **we** will provide only the minimum limits mandated

1431 by such law. However, if other insurance covers an **insured's** claim and provides those
1432 required minimum limits, the provisions of this policy are fully enforceable.

1433
1434 All provisions of this Part of the policy which exceed the requirements of any applicable
1435 uninsured motorist insurance law or financial responsibility law or are not governed by it,
1436 are fully enforceable.

1437

1438 **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

1439

1440 Subject to all terms of this contract, **you** have:

1441 1. OTHER THAN COLLISION COVERAGE if OTHER THAN COLLISION appears on
1442 the Commercial Automobile Declaration, and the appropriate premium shown has
1443 been paid;

1444 2. COLLISION COVERAGE if COLLISION appears on the Commercial Automobile
1445 Declaration and the appropriate premium shown has been paid.

1446

1447 **ADDITIONAL DEFINED WORDS**

1448 **Actual Cash Value (ACV)** – means the depreciated worth of the **auto** or part immediately
1449 prior to the accident. **Actual cash value** is determined by **us**, based upon **our** knowledge
1450 of the prices charged by **auto** or parts merchants in the geographic area where either the
1451 first **person** listed as Named Insured or the first **person** listed as Designated
1452 Representative on the Commercial Automobile Declaration resides. To aid **us** in
1453 determining **actual cash value**, **we** may utilize any one or more of the databases,
1454 appraisal tools, and other methods commonly used in the insurance industry to evaluate
1455 similar vehicles or parts. **Actual cash value** is determined by the age and condition at
1456 the time the **loss** occurred. Any deductible amount that applies is then subtracted.

1457 **Collision** – means the upset or overturn of an **auto** to which COLLISION coverage on this
1458 policy applies, or the impact of such **auto** with another vehicle or object.

1459 **Cost to Repair or Replace** – means the amount of money required to pay for the **repair** or
1460 replacement of the vehicle or part. **Cost to repair or replace** is determined by **us**, based
1461 upon **our** knowledge of the prices charged by repair or replacement facilities in the
1462 geographic area where the **repair** is to be done. To aid **us** in determining **cost to repair**
1463 **or replace**, **we** may utilize any one or more of the databases, appraisal tools, and other
1464 methods commonly used in the insurance industry to determine the prices charged by
1465 repair facilities in the geographic area where the **repair** or replacement is to be done.

1466 The **cost to repair or replace** is based upon:

1467 1. the cost of **repair** as determined by **us**, or

1468 2. the lower of:

1469 a. a competitive bid approved by **us**, or

1470 b. an estimate written based upon the prevailing competitive price. The prevailing
1471 competitive price means labor rates, parts prices, and material prices charged in
1472 the area where the vehicle is to be repaired as determined by **us**. If **you** ask, **we**
1473 will identify some facilities that will perform the repairs at the prevailing competitive
1474 price.

1475 **Loss** – means each direct, sudden, and accidental loss of, or damage to, an **auto** to which
1476 this PART D – COVERAGE FOR DAMAGE TO YOUR AUTO applies, and to the
1477 equipment permanently attached to, and common to the use and operation of, such **auto**
1478 as a vehicle. However, **loss**, including the **cost to repair or replace**, does not include
1479 any loss of use, or any reduction in the value of any vehicle or detachable living quarters
1480 after it has been **repaired**, as compared to its value before it was damaged.

1481 **Repair** – means the restoration of form and function by restoring existing parts or by using
1482 **replacement parts** if they are needed. **We** do not warrant or guarantee the workmanship
1483 of any **repairs**. **Repair** does not mean the restoration of pre-damage value nor does it

1484 include compensation for the diminution of such value caused by the accident. It also
1485 includes:

- 1486 1. the reasonable cost of towing an **auto** to which PART D – COVERAGE FOR
1487 DAMAGE TO YOUR AUTO applies, to the nearest place where the necessary **repairs**
1488 can be made and storing it until **we** offer to settle a claim under OTHER THAN
1489 COLLISION or COLLISION coverage; and
- 1490 2. the reasonable cost which **you** incur immediately after a **loss** to protect the **auto** and
1491 its equipment from further **losses**.

1492 **Replacement Parts** – means new or previously utilized parts, made by any manufacturer,
1493 whether or not the manufacturer made the original part or **auto**.
1494

1495 Subject to all other provisions in this PART D – COVERAGE FOR DAMAGE TO YOUR
1496 AUTO and in this policy, any applicable coverage for OTHER THAN COLLISION or
1497 COLLISION **loss(es)** available under PART D – COVERAGE FOR DAMAGE TO YOUR
1498 AUTO of this policy for **your auto**, also applies to a **newly acquired auto**, or a **temporary**
1499 **substitute auto**, except this insurance does not apply if there is other similar coverage on
1500 a newly acquired auto.
1501

1502 For coverage for an OTC or Collision **loss** to be applicable to a **non-owned auto**, the **non-**
1503 **owned auto** must be driven by, or in the custody of **you**, **your spouse**, **your family**
1504 **member**, a **person** listed a Designated Representative on the Commercial Automobile
1505 Declaration or their **spouse** or **family member**.
1506

1507 If:

- 1508 1. **your** policy with **us** has multiple vehicles with PART D – COVERAGE FOR DAMAGE
1509 TO YOUR AUTO; and/or
- 1510 2. **you** have multiple policies with **us** having PART D – COVERAGE FOR DAMAGE TO
1511 YOUR AUTO; and
 - 1512 a. an **auto** shown on a Commercial Automobile Declaration of one of **your** policies
1513 with **us** is involved in a covered accident only the coverage from the Declaration of
1514 the vehicle involved in the accident will apply;
 - 1515 b. a **temporary substitute auto** is involved in a covered accident only the coverage
1516 from the Declaration of **your** vehicle the **temporary substitute auto** is temporarily
1517 replacing, will apply;
 - 1518 c. a **newly acquired auto** which replaces one of **your autos** is involved in a covered
1519 accident only the coverage from the Declaration of the vehicle the **newly acquired**
1520 **auto** replaces will apply;
 - 1521 d. a **newly acquired auto** which is an added **auto** is involved in a covered accident
1522 only the coverage from one Declaration of **your** choosing, which is in force at the
1523 time of the purchase of the **newly acquired auto** and in force at the time of the
1524 accident, will apply;

1525 Regarding c. and d. above, there is no PART D – COVERAGE FOR DAMAGE TO
1526 YOUR AUTO coverage on this policy for a **newly acquired auto** if there is any similar
1527 physical damage coverage available from any other source.

1528 Only one of **your** Declarations will apply to a vehicle in a covered accident.
1529

1530 **We** have the right to require completion of **repairs** before payment is made.

1531 If **we** can pay the **loss** under either OTHER THAN COLLISION (OTC) or COLLISION, **we**
1532 will pay under the coverage where **you** collect the most.
1533

1534 **We** may move the damaged property, at **our** expense. If **you** do not give **us your** consent,
1535 **we** will pay only the storage costs which would have resulted if **we** had moved the
1536 damaged property.

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Who is an Insured

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

1. An individual, **insured** also means:
 - a. **your spouse**;
 - b. **your family members**;
2. A partnership, **insured** also means:
 - a. **your** members and partners and the **person(s)** listed as Designated Representative on the Commercial Automobile Declaration;
 - b. the **spouses** and **family members** of those identified in 2.a.;
3. A limited liability company, **insured** also means:
 - a. **your** members and managers and the **person(s)** listed as Designated Representative on the Commercial Automobile Declaration;
 - b. the **spouses** and **family members** of those identified in 3.a.;
4. A corporation, **insured** also means:
 - a. **your** officers, directors or shareholders and the **person(s)** listed as Designated Representative on the Commercial Automobile Declaration;
 - b. the **spouses** and **family members** of those identified in 4.a.;
5. A trust or other entity, **insured** also means:
 - a. **your** executors, administrators, or directors of the Trust or other entity, and the **persons** shown as Designated Representatives on the Commercial Automobile Declaration;
 - b. the **spouses** and **family members** of those identified in 5.a.

OTHER THAN COLLISION (OTC)

You have this coverage if Other Than Collision appears on the Commercial Automobile Declaration.

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

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

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

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

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

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

If the daily incurred transportation costs are payable under both OTHER THAN COLLISION and TRANSPORTATION AND TRAVEL EXPENSE coverage, **we** will pay only under the TRANSPORTATION AND TRAVEL EXPENSE coverage as primary coverage, and the

1590 OTHER THAN COLLISION coverage as excess coverage. If payments have been made
1591 under the TRANSPORTATION and TRAVEL EXPENSE coverage and such payments
1592 have exhausted the total amount payable under TRANSPORTATION AND TRAVEL
1593 EXPENSE, then the OTC coverage will apply. The most **you** can collect for each approved
1594 day of rental or transportation expenses is one per day limit amount.
1595

1596 **COLLISION**

1597 **You** have this coverage if Collision appears on the Commercial Automobile Declaration.
1598 The deductible amount for this coverage is shown on the Declaration.
1599

1600 **We** will pay that portion of a covered **collision loss** to an **auto** for which this COLLISION
1601 coverage applies, but only for the amount of each such **loss** in excess of the deductible
1602 amount. If the **collision** is with another **auto** or **trailer** insured with **us**, **you** do not pay
1603 **your** deductible.
1604

1605 If **we** offer to pay for the repair of damaged windshield glass instead of the replacement of
1606 the windshield, **we** will pay the full cost of repairing the windshield glass regardless of **your**
1607 deductible.
1608

1609 **Limit of Coverage – OTHER THAN COLLISION (OTC) and COLLISION**

1610 The limit of **our** liability for **loss** to property or any part of it is the lesser of:

- 1611 1. The **actual cash value**;
- 1612 2. The **cost to repair or replace** the property with property of like kind and quality; or
- 1613 3. The insurable interest **you** have in the property.
1614

1615 In addition to the Limits of Coverage above, the most **we** will pay for any child restraint
1616 systems or other items of safety equipment required by Federal or State law to be present
1617 in the vehicle is \$1,000 for any accident regardless of the number of such items damaged
1618 or stolen.
1619

1620 The most **we** will pay under OTC or COLLISION for a **loss** to a non-owned **trailer**, as
1621 noted below under **Trailer Coverage**, is \$2,500.
1622

1623 **Settlement of Loss – OTHER THAN COLLISION (OTC) OR COLLISION**

1624 **We** have the right to settle a **loss** with **you** or the owner of the property in one of the
1625 following ways; at **our** option:

- 1626 1. pay to **repair** or replace the property or part with like kind and quality. If the **repair** or
1627 replacement results in better than like kind and quality, **you** must pay for the amount of
1628 the betterment;
- 1629 2. return the stolen property and pay for any damage due to the theft;
- 1630 3. pay the **actual cash value (ACV)** of the property at the time of the **loss** in exchange
1631 for the damaged property, but it cannot be abandoned to **us**. **You** also agree to execute
1632 and deliver to **us** at the time of payment whatever legal documents **we** may request to
1633 give **us** full ownership of the item.
- 1634 4. pay the **actual cash value (ACV)** of the property at the time of the **loss** less the
1635 salvage value.
1636

1637 If the owner and **we** cannot agree on the **actual cash value (ACV)**, either party may
1638 demand an appraisal as described below. If the owner keeps the damaged property, **we**
1639 will deduct its value after the **loss** from **our** payment.
1640

1641 Appraisal shall be conducted according to the following procedure. Each party shall select
1642 an appraiser. These two shall select a third appraiser. The written decision of any two

1643 appraisers in agreement shall be binding. If the owner keeps the damaged property, **we** will
1644 deduct its value after the **loss** from **our** payment.
1645 The cost of the appraiser shall be paid by the party who hired him or her. The cost of the
1646 third appraiser and other appraisal expenses shall be shared equally by both parties. **We**
1647 do not waive any of **our** rights by agreeing to an appraisal.
1648

1649 **Trailer Coverage**

1650 1. Owned **Trailer**.

1651 **Your trailer** is covered:

- 1652 a. Only when it is described on the Commercial Automobile Declaration; and
- 1653 b. For the coverages shown as applying to it on the Commercial Automobile
1654 Declaration.

1655 **We** will not pay for **loss** to a **trailer you** own which is not shown on a
1656 Commercial Automobile Declaration of this policy, with the exception of a **trailer**
1657 to which **you**:

- 1658 1. Take ownership during the policy period; and
- 1659 2. Ask **us** to insure within thirty (30) days after **you** become the owner.

1660 **You** must pay **us** any additional premium amount due from the date of purchase
1661 and the newly acquired trailer will have the same coverage(s) as the trailer on your
1662 policy with the highest PART D – COVERAGE FOR DAMAGE TO YOUR AUTO
1663 coverage applicable to the accident

1664 2. Non-owned **Trailer**.

1665 Any physical damage coverage in force on **your auto** applies to a non-owned **trailer**
1666 used by the Named Insured listed on the Commercial Automobile Declaration, his/her
1667 **spouse** or **family member**, or a Designated Representative listed on the Commercial
1668 Automobile Declaration, his/her **spouse** or **family member**. Only one Commercial
1669 Automobile Declaration can apply.

1670 The most **we** will pay under the OTC or COLLISION coverage for a **loss** to such non-
1671 owned **trailer** is \$2,500.

1672 A non-owned **trailer** is one that:

- 1673 1. is not owned by or registered in the name of:
 - 1675 a. **you, your spouse, your family member**, or any **person** listed as Designated
1676 Representative or Scheduled Operator shown on this policy's Commercial
1677 Automobile Declaration(s), their **spouse** or their **family member**; or
 - 1678 b. Any **person**, other than those identified in a. above, residing in the same
1679 household as **you** or any person listed as Designated Representative or
1680 Scheduled Operator shown on this policy's Commercial Automobile
1681 Declaration(s); or
 - 1682 c. An employer of **you, your spouse, your family member**, any person listed as
1683 Designated Representative or Scheduled Operator on this policy's Commercial
1684 Automobile Declaration(s), their **spouse**, or their **family member**.
- 1685 2. Is only being used for **farming** or **farm use** at the time of **loss**.

1686 **When Part D - Coverage for Damage to Your Auto Does Not Apply**

1687 There is no coverage for:

- 1688 1. Any lien or lease interest not shown on this contract.
- 1689 2. A **non-owned auto, newly acquired auto** or **temporary substitute auto** that is not
1690 of a similar size, type, or load capacity as **your auto**.
- 1691 3. Any vehicle:
 - 1692 a. Otherwise covered by this policy, while it is being used at the time of an accident
1693 as a public livery or conveyance to transport or carry **persons** for any
1694 compensation or suggested donation. This includes, but is not limited to:
1695

- 1696 i. while a driver is logged onto a **transportation network company's** digital
1697 network; or
1698 ii. while a driver provides a prearranged ride.
1699 This does not apply to the **use** on a share expense basis or to a **private passenger**
1700 **auto** used in **your business** as a courtesy shuttle for customers; or
1701 b. Owned by a **person** or organization, other than **you**, engaged in the **business** of
1702 selling, leasing, renting, repairing, servicing, maintaining, installing, removing or
1703 replacing equipment in or on, transporting, cleaning, storing, or parking, motor
1704 vehicles. An exception is a **private passenger auto** which has been rented by
1705 **you** or a Designated Representative shown on the Commercial Automobile
1706 Declaration, rental considerations have been paid by **you** or the Designated
1707 Representative, and RSMo 379.201 does not provide coverage for such rented
1708 vehicle under Part A – Liability Coverage of this policy. or
1709 c. Loaned to any **insured**, Scheduled Operator, or **family member** of any Scheduled
1710 Operator, for demonstration purposes or as a replacement for **your auto** while it is
1711 out of **use** due to breakdown, repair, or servicing.
- 1712 4. **Loss** to any vehicle due to:
1713 a. taking by any governmental authority;
1714 b. war of any kind;
1715 c. conversion, embezzlement or secretion by any party which has the vehicle due to
1716 any lien, rental, lease or sales agreement.
- 1717 5. Damage due and confined to:
1718 a. Wear and tear;
1719 b. Freezing;
1720 c. Rust;
1721 d. Deterioration;
1722 e. Latent or inherent defect
1723 f. Mechanical or electrical breakdown or failure;
1724 g. Overheating or lack of lubrication; or
1725 h. Accidental inflation of an airbag which is not the result of a covered loss.
- 1726 6. Tires unless:
1727 a. Stolen, or damaged by fire, vandalism or malicious mischief; or
1728 b. Other **loss** covered by PART D – COVERAGE FOR DAMAGE TO YOUR AUTO
1729 happens at the same time.
- 1730 7. **Loss** to:
1731 a. Any electronic equipment that receives, sends, displays, transmits or stores
1732 signals, sound, data, images or other media and powered by electricity, battery or
1733 solar sources; b. Any other
1734 electronic equipment that records, generates, receives, stores or transmits audio,
1735 visual or data signals;
1736 c. Tapes, records, discs, flash drives, game cartridges, cards, chips or other media
1737 used with equipment described in a. or b., or
1738 d. Any other accessories used with equipment described in a. or b. above.
- 1739 This exclusion 7 does not apply at the time of **loss** to:
1740 1. Equipment:
1741 a. Permanently installed in **your auto** or a **newly acquired auto** by the
1742 manufacturer of the **auto**; or
1743 b. Removable from a housing unit which is permanently installed in the **auto** by
1744 the manufacturer of the **auto**; or
1745 c. Designed to be solely operated by use of the power from the electrical system
1746 of **your auto** or a **newly acquired auto**;
1747 at the time of **loss**.
1748 2. Any other electronic equipment that is:

- 1749 a. Necessary for the normal operation of the **auto** or the monitoring of the **auto's**
1750 operating system; or
1751 b. An integral part of the same unit housing any sound reproducing equipment
1752 described in 1. above and permanently installed in the opening of the dash or
1753 console, of **your auto** or any **newly acquired auto**, normally used by the
1754 manufacturer for installation of a radio.
1755 8. Any equipment designed or used for the detection or location of radar, laser, or
1756 other speed recording devices.
1757 9. **Loss** due to or as a consequence of radioactive contamination, discharge of any
1758 nuclear weapon even if accidental, war declared or undeclared, civil war, insurrection,
1759 or rebellion or revolution.
1760 10. **Loss** to any vehicle designed for racing or damaged while competing in, or practicing
1761 or preparing for, any racing or speed contest or other competitive event. Competitive
1762 event does not mean participating in a parade or car show.
1763 11. Damage to any vehicle if the actions of any **insured** or Scheduled Operator
1764 contributed to the damage by seeking to elude lawful apprehension, arrest by a police
1765 officer or while committing a felonious act. The actions of any Scheduled Operator,
1766 not falling under the definition of an **insured**, must be in conjunction with the activities
1767 of, or at the direction of, an **insured**.
1768 12. Damage resulting from modifying a device's operating functions, procedures,
1769 specifications, voltage, input, or output beyond its documented capabilities, limits, or
1770 thresholds.
1771 13. Damage to personal property contained in or on a vehicle at the time of accident.
1772 14. Any vehicle you own or lease that is not shown on the Declaration as having this
1773 coverage.
1774 15. Theft committed by, or with the knowledge of, any **insured**.
1775 16. While any vehicle is operated by or is under the control of any person shown as a
1776 Restricted Driver on the Automobile Declaration.
1777
1778

1779 **If There is Other Coverage**

1780 **Your Auto**

1781 If other coverage applies to **loss** or expenses to **your auto**, we will pay only **our** share.

1782 **Our** share is the percent the limit of liability of this policy bears to the total of all coverage
1783 that applies.

1784 **Temporary Substitute Auto**

1785 Subject to all other terms of this PART D – COVERAGE FOR DAMAGE TO YOUR
1786 AUTO, if a **temporary substitute auto** covered in this PART D – COVERAGE FOR
1787 DAMAGE TO YOUR AUTO coverage has other coverage available for the same
1788 damages, then this coverage is excess.

1789 **Non Owned Trailers**

1790 If a non-owned **trailer**, covered under the Trailer Coverage section of PART D –
1791 COVERAGE FOR DAMAGE TO YOUR AUTO, has other coverage available for the
1792 same damages, then this coverage does not apply.

1793 **Newly Acquired Auto**

1794 This insurance does not apply if there is similar coverage on a **newly acquired auto**.

1795 **No Benefits to Bailee**

1796 These coverages shall not directly or indirectly benefit any carrier or other bailee for hire
1797 liable for **loss**.
1798
1799

1800 **CONDITIONS**

1801 **1. Bankruptcy**

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

1802 policy.

1803 2. Policy Changes

- 1804 a. Policy Terms. The terms of this policy may be changed or waived only by:
- 1805 1) A written endorsement issued by **us**; or
- 1806 2) The revision of this policy form to give broader coverage without an extra charge.
- 1807 If any coverage **you** carry is changed to give broader coverage, **we** will give **you**
- 1808 the broader coverage without the issuance of a new policy as of the date **we** make
- 1809 the change effective.
- 1810 b. Change of Interest. No change of interest in this policy is effective unless **we** consent
- 1811 in writing. However, if **you** die, **we** will protect as named insured:
- 1812 1) **Your** surviving **spouse**; or
- 1813 2) **Your** legal representative while acting within the scope of his or her duties. Policy
- 1814 notice requirements are met by mailing the notice to the deceased Named
- 1815 Insured's last known address.
- 1816 c. Joint and Individual Interests. When there are two or more Named Insureds, each
- 1817 acts for all to cancel or change the policy.

1818 3. Legal Action Against Us

1819 There is no right of action against **us**:

- 1820 a. Until all the terms of this policy have been met; and
- 1821 b. Under the liability coverage, until the amount of damages an **insured** is legally
- 1822 liable to pay has been finally determined by:
- 1823 1) Judgment after actual trial, and appeal if any; or
- 1824 2) Agreement between the **insured**, the claimant and **us**.
- 1825 c. Under PART C – UNINSURED MOTOR VEHICLE COVERAGE, PART B –
- 1826 MEDICAL PAYMENTS COVERAGE, PART D – COVERAGE FOR DAMAGE TO
- 1827 YOUR AUTO, ACCIDENTAL DEATH BENEFITS, UNDERINSURED MOTOR
- 1828 VEHICLE, or DISABILITY INCOME COVERAGE until 30 days after **we** get the
- 1829 **insured's** notice of accident or loss.
- 1830 No **person** or organization has any right under this policy to join **us** in any action to
- 1831 determine the liability of any **insured**.

1832 4. Our Right to Recover Payments

1833 If **we** make a payment under any part of, or endorsements to, this policy and the

1834 **person** or entity to or for whom payment was made has a right to recover damages

1835 from another, **we** will be subrogated to that right. **We** are to be repaid **our** payments,

1836 costs, and fees of collection out of any recovery.

- 1837 a. PART B - MEDICAL PAYMENTS COVERAGE payments are not recoverable by
- 1838 **us** in Missouri, but **we** reserve the right to recover where allowable.
- 1839 b. Under PART C - UNINSURED MOTOR VEHICLE COVERAGE:
- 1840 1) **We** are subrogated to the extent of **our** payments to the proceeds of any
- 1841 settlement or judgment the injured **person** recovers from any party liable for
- 1842 the **bodily injury**.
- 1843 2) If the **person** to or for whom **we** have made payment has not recovered from
- 1844 the party at fault, he or she shall:
- 1845 a) Keep these rights in trust for **us**;
- 1846 b) Execute any legal papers **we** need; and
- 1847 c) When **we** ask, take action through **our** representative to recover **our**
- 1848 payments.
- 1849 c. Under UNDERINSURED MOTOR VEHICLE coverage:
- 1850 1) **We** are subrogated to the amount **we** pay; and
- 1851 2) Upon payment **we** are entitled to an assignment of any judgment obtained by
- 1852 the injured **person** against the party liable for the **bodily injury**; and
- 1853 3) The injured **person** shall:
- 1854 a) Execute any legal papers **we** need; and

- 1855 b) Help **us** get **our** money back.
1856 **Our** right to recover payment does not apply with respect to UNDERINSURED
1857 MOTOR VEHICLE coverage if **we**:
1858 1. Have been given prompt written notice of a tentative settlement between an
1859 **insured** and the insurer of an **underinsured motor vehicle**; and
1860 2. Fail to advance payment to the **insured** in an amount equal to the tentative
1861 settlement within thirty (30) days after receipt of notification.
1862 If **we** advance payment to the **insured** in an amount equal to the tentative
1863 settlement within thirty (30) days after receipt of notification:
1864 a. That payment will be separate from any amount the **insured** is entitled to
1865 recover under the provisions of UNDERINSURED MOTOR VEHICLE
1866 coverage; and
1867 b. **We** also have a right to recover the advanced payment.
1868 d. Under all other coverages the right of recovery of any party **we** pay passes to **us**.
1869 Such party shall:
1870 1) Not hurt **our** rights to recover;
1871 2) Help **us** get **our** money back; and
1872 e. If the **person** or entity to or for whom **we** have made payment has not recovered
1873 from the party at fault, he or she shall:
1874 1) Keep these rights in trust for **us**;
1875 2) Execute any legal papers **we** need; and
1876 3) When **we** ask take action through **our** representative to recover **our** payments.
1877 f. If **we** make a payment under this policy and the **person** or entity to or for whom
1878 payment is made recovers damages from another, that **person** or entity will:
1879 1) Promptly notify **us** of all recoveries; and
1880 2) Hold in trust for **us** the proceeds of the recovery; and
1881 3) Reimburse **us** to the extent of **our** payments.

1882 5. Renewal

1883 **We** agree, unless **we** mail to **you** a written notice of cancellation, notice of expiration, or
1884 a notice of **our** intention not to renew, to renew the policy for the next policy period
1885 upon **your** payment of the renewal premium. **We** will not provide **you** with prior notice
1886 of cancellation, notice of expiration or notice of **our** intention not to renew the policy for
1887 failure to pay the renewal premium. It is agreed that the renewal premium will be
1888 based upon the rates in effect at the time of the policy renewal.

1889 A notice of **our** intention to not renew will be mailed to **you** last known address at least
1890 sixty (60) days before the end of the current policy period. **We** will use regular mail.
1891 The mailing of the notice shall be sufficient proof that notice was given.

1892 These agreements to continue and renew are void if:

- 1893 a. **You** fail to pay the premium when due; or
1894 b. **Your** driver's license was under suspension or revocation at any time during the
1895 policy period.

1896 If more than one **person** is shown on the policy as a Named Insured at the time of
1897 the accident or loss but only one has had a driver's license under suspension or
1898 revocation:

- 1899 1) **We** will not cancel for this reason, and
1900 2) **We** may issue an endorsement removing all coverage for that **person** while
1901 operating any vehicle insured under this policy and while that **person's**
1902 license is under suspension or revocation. If there is no endorsement
1903 removing all coverage, **our** maximum limit of liability afforded to that **person**
1904 for all coverages will not exceed the limit mandated by the applicable
1905 Financial Responsibility Law while that **person's** driver's license is
1906 suspended or revoked.

- 1907 c. **You**, and/or **your family member** age 21 or older, fail to maintain an active

1908 Missouri Farm Bureau membership.

1909 **6. Premium Payments**

1910 Subject to all other terms of this policy, if **you** pay the premium when due, this policy
1911 provides insurance coverages in the amounts shown on the Commercial Automobile
1912 Declaration, subject to all other policy provisions. No insurance is afforded under this
1913 policy if payment of premium is not received by **us** by the due date. If premium
1914 payment is made and, for any reason, the payment is not honored by the bank or
1915 financial institution on which it is drawn, no insurance is provided for any of the policy
1916 period.

1917 **7. Changes in the Premium During the Policy Period**

1918 The premium for this policy is based on information Farm Bureau Town & Country
1919 Insurance Company of Missouri has received from **you** or other sources. If the
1920 information is incorrect or incomplete, or changes during the policy period, **you**
1921 must inform Farm Bureau Town & Country Insurance Company of Missouri of any
1922 changes regarding the following:

- 1923 a. **Your auto**, or its use;
1924 b. The **persons** who regularly drive **your auto**, including newly licensed
1925 **persons**;
1926 c. **Your** marital status; or
1927 d. The location where **your auto** is principally garaged.

1928 **You** agree that if this information or any other information used to determine the
1929 premium is incorrect or incomplete, or changes during the policy period, **we** may
1930 decrease or increase the premium during the policy period based upon the corrected,
1931 completed or changed information. **You** agree that if the premium is decreased or
1932 increased during the policy period, Farm Bureau Town & Country Insurance Company
1933 of Missouri will refund or credit to **you** any decrease in premium and **you** will pay any
1934 increase in premium.

1935 **8. Cancellation**

1936 **How You May Cancel.** **You** may cancel **your** policy by notifying **us** in writing of the date
1937 to cancel, which must be later than the date **you** mail or deliver it to **us**. **We** may waive
1938 these requirements by confirming the date and time of cancellation to **you** in writing.

1939 **How and When We May Cancel.** If **we** cancel this policy for any reason, except at
1940 **your** request or for non-payment of premium, **we** will send notice to **you** at least
1941 sixty (60) days before the cancellation is to be effective. **We** may cancel this
1942 policy for non-payment of premium by providing at least ten (10) days notice
1943 before the cancellation is to be effective. The notice will state:

- 1944 a. The effective date of cancellation;
1945 b. The actual reason for cancellation; and
1946 c. That **you** may be eligible for insurance through the Missouri Automobile
1947 Insurance Plan.

1948 **We** will use regular mail to transmit such notice. The mailing of the notice shall be
1949 sufficient proof that notice was given. The notice will be mailed to **your** last known
1950 address.

1951 Automatic Cancellation

1952 If **you** obtain other insurance on **your auto**, any similar coverage provided by this
1953 policy will terminate on the effective date of the other insurance.

1954 Return of Unearned Premium

1955 If **you** cancel, premium will be earned on a pro-rata basis. If **we** cancel, premium will
1956 be earned on a pro-rata basis. Any unearned premium may be returned at the time **we**
1957 cancel or within a reasonable time thereafter. Delay in the return of unearned premium
1958 does not affect the cancellation.

1959 **9. Concealment, Fraud, or Misrepresentation**

1960 **We** do not provide coverage for any **insured** who has concealed any fact, made

1961 fraudulent statements, misrepresentations, or engaged in fraudulent conduct in
1962 connection with any application for insurance, accident, loss or presentation of any
1963 claim for which coverage is sought under this policy

1964 **10. Membership**

1965 Payment of the Farm Bureau membership dues, which is not premium, entitles **you**
1966 to insure one or more vehicles for any applicable coverage so long as **you**
1967 maintain a paid membership and:

- 1968 a. This company continues to write such coverages;
- 1969 b. The vehicle and **person(s)** to be insured meets the eligibility requirements of the
1970 company; and
- 1971 c. The risk remains a risk desirable to the company.

1972 **You** are not eligible to be a policyholder if **you** do not maintain a paid membership.

1973 **11. Examination of Your Books and Records**

1974 **We** may examine and audit **your** books and records as they relate to this policy at any
1975 time during the policy period and up to three years afterward.

1976 **12. Inspection and Surveys**

1977 **We** have the right but are not obligated to:

- 1978 a. Make inspections and surveys at any time;
- 1979 b. Give **you** reports on the conditions **we** find; and
- 1980 c. Recommend changes.

1981 Any inspections, surveys, reports, or recommendations relate only to insurability and
1982 the premiums to be charged. **We** do not make safety inspections. **We** do not
1983 undertake to perform the duty of any **person** or organization to provide for the health
1984 or safety of workers or the public. Furthermore, **we** do not warrant that conditions:

- 1985 a. Are safe or healthful; or
- 1986 b. Comply with laws, regulations, codes, or standards.

1987 This condition applies not only to **us**, but also to any rating, advisory, rate service, or
1988 similar organization which makes insurance inspections, surveys, reports or
1989 recommendations.

1990
1991 In Witness Whereof, Farm Bureau Town & Country Insurance Company of Missouri has
1992 caused this policy to be signed by its President and Secretary at Jefferson City, Missouri.
1993

1994
1995 

1996 President

1994
1995 

1996 Secretary

1997
1998 **MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY**
1999 **ASSOCIATION COVERAGE LIMITATION ENDORSEMENT**

- 2000 1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty
2001 Association Act (to be referred to as the Act), if **we** are a member of the Missouri
2002 Property and Casualty Insurance Guaranty Association (to be referred to as the
2003 Association), the Association will pay claims covered under the Act if **we** become
2004 insolvent.
- 2005 2. Limitations of Coverage:
2006 The Act contains various exclusions, conditions and limitations that govern a claimant's
2007 eligibility to collect payment from the Association and affect the amount of any payment.
2008 The following limitations apply subject to all other provisions of this Act:
 - 2009 a. Claims covered by the Association do not include a claim by or against an "insured" of
2010 an insolvent insurer, if that "insured" has a net worth of more than \$25 million on the
2011 later of the end of the insured's most recent fiscal year or the December 31st of the year

2012 next preceding the date the insurer becomes an insolvent insurer.

2013 b. Payments made by the Association for covered claims will include only that amount of
2014 each claim which is less than \$300,000.

2015 However, the Association will not:

- 2016 1) Pay an amount in excess of the applicable limit of liability of the policy from which
2017 a claim arises, or
- 2018 2) Return any unearned premium to an "insured" in excess of \$25,000.

2019 These limitations have no effect on the coverage **we** will provide under this policy.

2020 All other provisions of this policy apply.

2021 2022 2023 **ENDORSEMENT SECTION**

2024
2025 **The endorsements in this section are optional and only those shown on the**
2026 **Commercial Automobile Declaration apply. All definitions, duties, exclusions,**
2027 **limitations, general agreements, terms and conditions in the policy apply unless**
2028 **specifically modified by the language in the pertinent endorsement.**

2029
2030 There is no insurance provided by this policy while any vehicle is operated by or is under
2031 the control of any **person** shown as a Restricted Driver on the Automobile Declaration.

2032 2033 **COMBINED SINGLE LIMIT LIABILITY**

2034
2035 The coverage provided by this endorsement applies only if Combined Single Limit Liability
2036 is shown under Bodily Injury Liability/Property Damage Liability on the Commercial
2037 Automobile Declaration and the appropriate premium for the Limit shown has been paid.

2038
2039 The first paragraph of the **Limits of Liability** section in PART A – LIABILITY COVERAGE
2040 is replaced by the following:

2041 The amount shown on the Commercial Automobile Declaration under **Limits** for Bodily
2042 Injury Liability/Property Damage/Combined Single Limit refers to all covered damages,
2043 including damages for care and loss of services, arising out of and due to **bodily injury** to
2044 all **persons** and all property damage resulting from any one covered automobile accident.
2045 **Our** limit of liability for covered losses will not exceed the amount shown under **Limits** for
2046 Bodily Injury/Property Damage/Combined Single Limit on **your** Commercial Automobile
2047 Declaration.

2048 Only one of **your** Commercial Automobile Declarations will apply to any vehicle and/or
2049 driver in a covered accident.

2050 2051 **ACCIDENTAL DEATH BENEFITS**

2052
2053 **You** have this coverage if ACCIDENTAL DEATH BENEFITS is shown on the Commercial
2054 Automobile Declaration and the appropriate premium for the Limit shown has been paid.

2055
2056 If **you** are a **person**, **we** will pay the applicable amount shown on the Commercial
2057 Automobile Declaration for accidental death to **you, your spouse** or **your family member**
2058 covered by this endorsement. If **you** are an entity other than a **person** **we** will pay the
2059 applicable amount shown on the Commercial Automobile Declaration for accidental death
2060 to any **person** listed as Designated Representative on the Commercial Automobile
2061 Declaration. This amount is payable upon proof of death which occurs within sixty (60)
2062 days of the date of the covered accident.

2063 This accident must:

- 2064 1. be the direct cause of internal or external **bodily injury**, and

- 2065 2. be the sole cause of the death, and
2066 3. result while:
2067 a. operating;
2068 b. **occupying**;
2069 c. **repairing**, servicing, or maintaining;
2070 an **auto** or **trailer**; or
2071 d. being injured while on a bicycle or as a pedestrian by an **auto** or **trailer**,
2072 motorcycle, truck-tractor designed to pull a **trailer** or semi-trailer.

2073 If **you** are an entity other than a **person**, Number 3. above is amended to read:

- 2074 3. Result while:
2075 a. operating;
2076 b. **occupying**;
2077 c. repairing, servicing, or maintaining;
2078 **your auto**, a **temporary substitute auto**, or **newly acquired auto** or **your trailer**; or
2079 d. being injured while on a bicycle or as a pedestrian by an **auto** or **trailer**
2080 motorcycle, or truck-tractor designed to pull a **trailer** or semi-trailer.

2081 **LIMIT OF LIABILITY**

2082 The limit shown on the Commercial Automobile Declaration for this coverage is **our**
2083 maximum Limit of Liability for each **person** terminally injured in any one accident. This is
2084 the most **we** will pay regardless of the number of:

- 2085 1. **Insureds**;
2086 2. Claims made;
2087 3. Vehicles or premiums shown on the policy;
2088 4. Vehicles involved in the accident; or
2089 5. Policies issued by **us**.

2090 **EXCLUSIONS**

2091 **We** do not provide coverage for any death resulting directly or indirectly from any of the
2092 following or if any of the following contributes in any way:

- 2093 • Intentional or voluntary gas poisoning or asphyxiation;
2094 • Discharge of a nuclear weapon (even if accidental);
2095 • War, declared or undeclared, or any act incident thereto;
2096 • Riot or civil commotion;
2097 • Civil war;
2098 • Insurrection;
2099 • Rebellion or revolution;
2100 • Suicide, while sane or insane;
2101 • An **insured** or covered **person** committing a felonious act;
2102 • Resisting arrest or fleeing from law enforcement;
2103 • **Occupying** any vehicle designed for racing or any vehicle while competing in, or
2104 practicing or preparing for, any racing or speed contest or other competitive event.
2105 Competitive event does not mean participating in a parade or car show.
2106 • Testing any vehicle on any track or speedway or while riding on a vehicle with three or
2107 less wheels that is not a vehicle shown as having this coverage on this policy;
2108 • Engaged as a mechanic or serviceperson while towing, pushing, working on,
2109 repairing, overhauling, or testing a vehicle;
2110 • Engaged as an employee or volunteer of any police or fire department while on duty;
2111 • Engaged in military, naval, marine, air, or any other armed service of any country at
2112 war, whether such war be declared or undeclared;
2113 • Transmission of a communicable disease;
2114 • Operation of a motor vehicle by the deceased with illegal drugs present in their system
2115 or with their blood alcohol exceeding the state's legal limit for operation of a motor
2116

2117 vehicle where the accident occurred, at the time of the accident.

2118 **ADDITIONAL CONDITIONS**

2119 Written notice on which claim may be based must be given to **us** within twenty (20) days
2121 after the date of the accident from which such claim arises. Failure to give notice within the
2122 twenty (20) day period will not invalidate any claim if it can be shown by the **person** making
2123 the claim not to have been reasonably possible to give such notice and that notice was
2124 given as soon as was reasonably possible. Proof of loss must be furnished to **us**, at **our**
2125 home office, within ninety (90) days after the date of such accident on such forms as are
2126 furnished by **us**, or in the event **we** fail to furnish such forms, on any form that reasonably
2127 establishes proof of loss. Failure of the claimant to provide the notice of claim and
2128 submission of the proof of loss within the time frame set forth above may result in the denial
2129 of any insurance coverage otherwise available if **we** can establish that **our** rights have
2130 been prejudiced by the lack of such notice.

2131 **We** will have the right and opportunity to obtain, at our expense, an autopsy where such is
2132 not forbidden by law.

2133
2134 No action at law or in equity will be brought to recover on any insurance hereunder prior to
2135 the expiration of sixty (60) days after proof of loss has been filed.

2136
2137 The beneficiary under the insurance of any insured **person** will be the estate of such
2138 insured **person**. However, **we** may make any payment hereunder to any relative by blood
2139 or connection by marriage of such insured **person**, or to the extent of such portion of any
2140 such payment as may reasonably appear to **us** to be due such **person**, to any other
2141 **person** equitably entitled thereto by reason of having incurred expenses occasioned by
2142 maintenance or burial of such insured **person**.

2143
2144 The insurance provided by this endorsement will terminate upon:

- 2145 1. **Your** failure to pay the premium when due; or
- 2146 2. Termination of the CA policy issued by **us**.

2147 Provided, however, that in the event of termination under 2. of this paragraph, this
2148 insurance will terminate and the unearned premium, computed pro rata, will be
2149 returned.

2150
2151 **EMPLOYER'S NON-OWNER LIABILITY**

2152
2153 **You** have this coverage if EMPLOYER'S NON-OWNER LIABILITY is shown on the
2154 Commercial Automobile Declaration and the appropriate premium is paid.

2155
2156 This coverage protects **you**, **your** officers, directors, partners, trustees, and the **person(s)**
2157 shown as Designated Representative on the Commercial Automobile Declaration, in the
2158 event **you** or **your** officers, directors, partners, trustees, or the **person(s)** shown as
2159 Designated Representative on the Commercial Automobile Declaration are held legally
2160 responsible for damages or injuries covered under this policy and caused by one of **your**
2161 employees while **your** employee is driving their own personally owned **auto** in the course
2162 of their employment in **your business** or **farming** operation.

2163
2164 **DISABILITY INCOME**

2165
2166 **You** have this coverage if DISABILITY INCOME is shown on the Commercial Automobile
2167 Declaration and the appropriate premium has been paid. This coverage applies only to
2168 Named Insureds and Additional Insureds that are persons.

2170
2171 **We will pay you, your spouse or your family member** DISABILITY INCOME when **you or**
2172 **your family member** sustains **bodily injury** caused by a covered accident while
2173 **occupying your auto, a newly acquired auto, temporary substitute auto, non-owned**
2174 **auto, or trailer** or through being struck by a motor vehicle or **trailer**.

2175
2176 Subject to all terms of this coverage, It is agreed that this coverage will:

- 2177 1. Begin fifteen (15) days after a covered accident;
2178 2. Continue uninterrupted while the injured **person is continuously totally disabled**; and
2179 3. Terminate not later than:
2180 a. One (1) year and fourteen (14) days after the date of the accident; or
2181 b. At death;
2182 whichever comes first.

2183
2184 **LIMITS**

2185 The limit for this coverage for a wage earner is eighty-five (85) percent of the loss of
2186 **income** of that wage earner, not to exceed \$800 per month, with total payments for LOSS
2187 OF INCOME not to exceed \$9,600.

2188
2189 The Limit of Liability for this coverage for a non-wage earner is a maximum of \$20 per day
2190 (for reimbursement of expenses which are incurred for essential services normally
2191 performed by the injured **person**). Maximum benefit for a non-wage earner will not exceed
2192 \$6,000.

2193 The limit for this coverage as stated above applies separately for Disability Income to each
2194 **person** who becomes **continuously totally disabled** as a direct result of having sustained
2195 a **bodily injury** covered by this endorsement.

2196
2197 **ADDITIONAL DEFINITIONS**

2198 **Continuously totally disabled** – means disability which prevents the injured **person** from
2199 performing the duties required by their occupation.

2200 **Income** – means:

- 2201 1. Salary;
2202 2. Commissions;
2203 3. Professional fees;
2204 4. Net profits from an individually owned **business**; or
2205 5. Adjusted gross income from a farm.

2206
2207 **EXCLUSIONS**

2208 Coverage does not apply under this endorsement to **bodily injury**:

- 2209 1. Sustained by:
2210 a. any **person** operating or **occupying** a vehicle otherwise covered by this policy,
2211 while such vehicle is being used at the time of an accident as a public livery or
2212 conveyance to transport or carry persons for any compensation or suggested
2213 donation. This includes, but is not limited to:
2214 1) while a driver is logged onto a **transportation network company's** digital
2215 network; or
2216 2) while a driver provides a prearranged ride.

2217 **We will provide coverage, not otherwise excluded, for:**

- 2218 1) **you**; and
2219 2) **your family members** who do not own or lease an **auto**;

2220 While a passenger (non-operator) of a non-owned auto being used for such purposes
2221 at the time of the accident;

2222 This does not apply to a **private passenger auto** used on a share expense basis;

- 2223 b. anyone while **occupying** any vehicle while located as a residence or premises; or
 2224 c. anyone while **occupying** any vehicle including, but not limited to, a motorcycle,
 2225 motorized scooter, motorized bicycle, go-cart , dune buggy, moped, mini bike, utility
 2226 bike, pocket rocket, motorized mini truck, mini car, mini utility vehicle, recreational
 2227 vehicle, all-terrain vehicle, snowmobile, or any other similar vehicle unless the
 2228 vehicle is shown on the Commercial Automobile Declaration as having this
 2229 coverage.
- 2230 2. Sustained by **you, your spouse** or a **family member**:
- 2231 a. While **occupying** an **auto** owned by or furnished for the regular **use** of either **you,**
 2232 **your spouse** or any of **your family member**, other than **your auto**, a **newly**
 2233 **acquired auto, temporary substitute auto, non-owned auto**, or **trailer** while
 2234 such **trailer** is being used for **farming or farm use**; or
- 2235 b. While **occupying** or through being struck by:
- 2236 1) a farm-type tractor or other equipment designed for use principally off public
 2237 roads, while not upon public roads; or
- 2238 2) a vehicle operated on rails or crawler treads.
- 2239 3. Resulting from any actual, alleged, threatened or adjudicated sexual abuse,
 2240 harassment, molestation, or sexual relations
- 2241 4. Resulting from any actual, alleged, threatened or adjudicated bodily injury resulting
 2242 from physical, mental, or emotional injury or damage including, but not limited to, that
 2243 derived from abuse, harassment, belittlement, disparagement, revilement, castigation,
 2244 chastisement, criticism, perversion, maltreatment, desecration, vexation, torment,
 2245 torture, devilment or bullying, whether through physical, verbal, imaged, texted,
 2246 electronically transmitted, telephonic or any other means.
- 2247 5. **you, your spouse** or **your family member** caused by or as a consequence of:
- 2248 a. Discharge of a nuclear weapon (even if accidental);
 2249 b. war (declared or undeclared);
 2250 c. Civil war;
 2251 d. Insurrection; or
 2252 e. Rebellion or revolution.
- 2253 6. To **you** or **your family member** if such **person's** conduct contributed to the **bodily**
 2254 **injury** in any of the following ways:
- 2255 a. Causing an expected or intended injury even if the resulting **bodily injury** is of a
 2256 different kind, quality or degree than initially expected or intended;
- 2257 b. Operating a motor vehicle with illegal drugs present in their system, or with a blood
 2258 alcohol that exceeded the state's legal limit where the accident occurred;
- 2259 c. Using a motor vehicle outside the scope of consent of the owner of the vehicle;
- 2260 d. Operating a motor vehicle without an operator's license, or after suspension or
 2261 revocation of their license;
- 2262 e. Operating a motor vehicle upon a bet or wager or in a race, speed contest or other
 2263 competitive event; Competitive event does not include participation in a parade or
 2264 car show;
- 2265 f. Seeking to elude lawful apprehension or arrest by a law enforcement officer;
- 2266 g. Committing a felonious act whether or not charged for the act.

MEDICAL REPORTS – PROOF AND PAYMENT OF CLAIM

2270 As soon as practicable, the injured **person** or someone on his or her behalf will give to **us**
 2271 written proof of claim. Any **person** who makes a claim under this coverage must, as a
 2272 condition of payment:

- 2273 1. Authorize **us** to obtain any records which may be relevant to the claim or which may
 2274 reasonably be expected to aid **our** investigation in determining the facts relevant to
 2275 the claim;

- 2276 2. Answer, under oath as often as **we** may reasonably require, any questions posed by
2277 **us**, out of the presence of any other individual, and sign a written transcript of such
2278 questions and answers;
2279 3. Submit to a physical examination(s), at **our** expense, by doctors **we** select as often as
2280 **we** may reasonably require, and
2281 4. Authorize **us** to obtain medical records which are material to the claim, including prior
2282 medical records.
2283 Payment under this coverage is not an admission of liability by **us** or any **insured**.

2284 CONDITIONS OF PAYMENT

2286 **We** may, at **our** option, pay the benefits under this policy to the injured party or if the
2287 injured party is incapacitated or deceased, **we** may pay any monies owed to any of the
2288 following **persons**: wife, husband, mother, father, child or children of the incapacitated or
2289 deceased party, or to the executor or administrator of the estate. Payment to any one of
2290 the above named will, to the extent thereof, release **us** from all further liability.

2291 INCOME RECORDS

2293 **We** may require the injured **person** to secure and submit to **us**, their salary, commission,
2294 and/or Internal Revenue Service records.

2295 OTHER INSURANCE

2297 Insurance afforded under Disability Income will be excess insurance over any benefits the
2298 injured **person** has the right to receive under any **compensation law**. Any benefits
2299 available under any **compensation law** will be deducted from the gross total loss of
2300 **income**. Of the remaining loss of **income**, eight-five percent (85%) will be payable under
2301 Disability Income, subject to the limitations stated above.

2302 Insurance afforded under Disability Income for **persons**, other than **you**, **your spouse** and
2303 any of **your family members**, injured while **occupying your auto**, a **newly acquired**
2304 **auto**, **temporary substitute auto**, **non-owned auto**, or **trailer** will be excess over any
2305 other valid and collectible individual, group, blanket, or franchise insurance; Blue
2306 Cross/Blue Shield, and any other prepayment coverage; any governmental program
2307 providing benefits afforded under Disability Income; benefits received under any
2308 **compensation law**; or automobile disability benefits.

2309 Insurance afforded under Disability Income for **you**, **your spouse** and any of **your family**
2310 **members** injured while **occupying a temporary substitute auto** or a **non-owned auto**
2311 will be excess over any other valid and collectible automobile disability loss of **income**
2312 insurance.

2313 If the Disability Income afforded hereunder is concurrent with like insurance afforded by any
2314 other automobile policy(s) issued to **you** by **us**, the total liability of **us** under all such
2315 policies will not exceed the one limit on the one Commercial Automobile Declaration having
2316 the highest applicable limit, of all Commercial Automobile Declarations on all **your** policies.

2317 TRANSPORTATION AND TRAVEL EXPENSES

2318 **You** have this coverage if TRANSPORTATION AND TRAVEL EXPENSES is shown on the
2319 Commercial Automobile Declaration and the appropriate premium for the Limits shown has
2322 been paid.

2324 Coverage is provided for expenses provided under this endorsement, resulting from a
2325 covered loss under Part D – COVERAGE FOR DAMAGE TO YOUR AUTO that renders a
2326 vehicle covered under this policy unsafe to drive. **We** will pay covered losses without
2327 application of a deductible, up to the per day limit shown on the Commercial Automobile
2328 Declaration, not to exceed the maximum per occurrence amount shown on the Commercial

2329 Automobile Declaration, for:

- 2330 1. Temporary transportation, meals, and lodging expenses actually incurred by **you** or
2331 a **person** listed as Designated Representative on the Commercial Automobile
2332 Declaration, in the event of a covered **loss** to **your auto**, **newly acquired auto**,
2333 **temporary substitute auto** or **non-owned auto**. **We** will pay for such expenses
2334 if the **loss** is caused by:
- 2335 a. **Other than Collision (OTC) losses** only if the Commercial Automobile
2336 Declaration indicates that **Other Than Collision** coverage is provided for
2337 **your auto**; or
 - 2338 b. **Collision losses** only if the Commercial Automobile Declaration indicates
2339 that **Collision** coverage is provided for **your auto**.
- 2340 2. Loss of use expenses for which **you**, or a **person** listed as Designated
2341 Representative on the Commercial Automobile Declaration become legally
2342 responsible in the event of a covered loss to a **non-owned auto**. **We** will pay for
2343 loss of use expenses if the **loss** is caused by:
- 2344 a. **Other than Collision (OTC) losses** only if the Commercial Automobile
2345 Declaration indicates that **Other Than Collision** coverage is provided for **your**
2346 **auto**; or
 - 2347 b. **Collision losses** only if the Commercial Automobile Declaration indicates that
2348 **Collision** coverage is provided for **your auto**.
- 2349

2350 LIMIT OF LIABILITY

2351 **We** will not pay more than:

- 2352 1. The per day limit shown on the Commercial Automobile Declaration for this coverage,
2353 for the sum total of all expenses incurred for all categories of covered expenses, on
2354 any one day for a covered **loss**;
- 2355 2. The maximum per occurrence Limit shown on the Commercial Automobile Declaration
2356 for Transportation and Travel Expenses, for the total of all expenses incurred for all
2357 categories of covered expenses, for any one covered **loss**;
- 2358 3. A reasonable amount not to exceed the Per Day Limit and the Maximum per
2359 occurrence limit shown on the Declaration for a temporary replacement vehicle of the
2360 similar size and type as **your auto**;
- 2361 4. For the period of time:
- 2362 a. required to repair **your auto**, **newly acquired auto**, **temporary substitute auto** a
2363 **newly acquired auto** or a **non-owned auto** after a covered **loss**; or
 - 2364 b. following a covered loss until **we** make an offer to pay the **actual cash value** of
2365 such **auto** in the event it is deemed by **us** to be a total loss.
- 2366 5. The actual amount incurred, not to exceed the Per Day Limit and the maximum per
2367 occurrence limit shown on the Commercial Automobile Declaration, over and above
2368 normal expenses, for meals, lodging, and travel required to return home following a
2369 covered **loss** to a covered **auto** that renders such **auto** unsafe to drive.
- 2370 The limits do not apply separately to each kind of loss or expense.

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2374 **You** have this coverage if INCREASED LIMITS POLLUTION is shown on the Commercial
2375 Automobile Declaration and the appropriate premium for the Limit shown has been paid.

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2377 LIMIT OF LIABILITY

2378 The Limits of Liability section of PART A – LIABILITY COVERAGE is amended as follows:
2379 Item #2 in the Limits of Liability Section is deleted and replaced with the following:

- 2380 2. In regard to an accident covered by Part A – Liability Coverage, **our** Limit of Liability
2381 for all damages, including but not limited to those costs resulting from clean-up,

2382 testing, monitoring, abating, mitigating, removal, remediation, treating, or disposal,
2383 arising out of the actual, alleged or threatened discharge, dispersal, seepage,
2384 migration, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic
2385 chemicals, liquids or gases, waste materials or other irritants, contaminants or
2386 pollutants into or upon the land, the atmosphere or any water course, or body of water
2387 will not exceed \$100,000 for all injuries and damages to all **persons** and property
2388 resulting from any one covered accident. This provision will not increase **our** total
2389 Limit of Liability. All damages from continuous or repeated exposure to substantially
2390 the same conditions will be considered as resulting from one accident.

2391 **EMERGENCY ROAD SERVICE**

2394 **You** have this coverage if EMERGENCY ROAD SERVICE is shown on the Commercial
2395 Automobile Declaration and the appropriate premium has been paid.

2396 **We** will pay what **we** deem to be reasonable expenses **you** incur for **your auto**, a
2397 **temporary substitute auto**, a **newly acquired auto**, or a **non-owned auto** that is
2398 disabled and in the possession of or being operated by **you**, **your spouse**, **your family**
2399 **member**, or the **person(s)** shown as Designated Representative on the Declaration for:

- 2400 1. Mechanical labor up to one hour at the place of its breakdown;
- 2401 2. Towing to the nearest place where the necessary **repairs** can be made during
2402 regular business hours if it will not run;
- 2403 3. Towing it out if it is stuck on or immediately next to a public highway;
- 2404 4. Delivery of gas, oil, loaned battery, or change of tire. **We** do not pay for the cost of
2405 these items; or
- 2406 5. Locksmith services, up to one hour, to open **your auto** if **your** key is lost, stolen or
2407 inside **your auto**. **We** will pay only the cost of labor.

2408 The most **we** will pay for any one disablement is one towing and labor charge.
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2410 **UNDERINSURED MOTOR VEHICLE**

2411 Subject to all terms stated in this endorsement, **you** have UNDERINSURED MOTOR
2412 VEHICLE gap coverage if UNDERINSURED MOTOR VEHICLE is shown on the
2413 Commercial Automobile Declaration and the appropriate premium has been paid.
2414 UNDERINSURED MOTOR VEHICLE gap coverage applies to accidental **bodily injury**,
2415 caused by **use** of an **underinsured motor vehicle**, which an **insured** is legally entitled to
2416 collect.
2417

2418 **THERE IS NO UNDERINSURED MOTOR VEHICLE GAP COVERAGE UNTIL ALL**
2419 **LIMITS OF LIABILITY OF ALL BODILY INJURY LIABILITY BONDS AND POLICIES**
2420 **THAT APPLY HAVE BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR**
2421 **SETTLEMENTS, AND THE TOTAL SUM OF ALL LIMITS PAID ARE LESS THAN THE**
2422 **LIMIT SHOWN FOR UNDERINSURED MOTOR VEHICLE ON THE COMMERCIAL**
2423 **AUTOMOBILE DECLARATION.**
2424

2425 **Underinsured Motor Vehicle** – means a land motor vehicle:

- 2426 1. The ownership, maintenance or use of which is insured or bonded for bodily injury
2427 liability at the time of the accident; and
- 2428 2. Whose limit(s) of liability for bodily injury liability is less than the limit of liability for
2429 UNDERINSURED MOTOR VEHICLE shown on the Commercial Automobile
2430 Declaration.
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2432 An **underinsured motor vehicle** does not include a land motor vehicle:
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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 Commercial 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 Commercial 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 Commercial Automobile Declaration.

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Who is an Insured

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Insured means:

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1. If the Named Insured(s) on the Commercial Automobile Declaration is a **person**, then that **person** is an **insured**, as well as:
 - A. his/her **spouse**;
 - B. his/her **family member(s)**, except that any of his/her **family member(s)** who owns or leases an **auto** at the time of the accident is only considered to be an **insured** while **occupying your auto, a temporary substitute auto or a newly acquired auto or trailer** attached to such **auto**.
 2. If the Named Insured(s) on the Commercial Automobile Declaration is not a **person**, the **person(s)** listed as Designated Representative on the Commercial Automobile Declaration is an **insured**, as well as:
 - A. his/her **spouse**;
 - B. his/her **family member(s)**, except that any such **family member(s)** who owns or leases an **auto** at the time of the accident is only considered to be an **insured** while **occupying your auto, a temporary substitute auto or a newly acquired auto or trailer** attached to such **auto**.
 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 **you, your spouse, or a person** listed as Designated Representative on the Commercial Automobile Declaration or their **spouse**.
 4. If the Named Insured on the Commercial 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 Designated Representative or Scheduled Operator on the Commercial Automobile Declaration or their **family member**, or 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.

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Consent To Be Bound

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

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Limits of Liability

Notwithstanding any other Limit of Liability clause found in any other section of this policy,

2488 the following language applies to accidental **bodily injury**, caused by **use** of an
2489 **underinsured motor vehicle**, which an **insured** is legally entitled to collect. If there are
2490 multiple vehicles showing UNDERINSURED MOTOR VEHICLE gap coverage on this
2491 policy, and if an injured **insured occupier** one of these in a covered accident, only the
2492 UNDERINSURED MOTOR VEHICLE gap coverage shown on the Commercial
2493 Automobile Declaration for the vehicle the injured **insured** is **occupying** will apply.
2494

- 2495 1. UNDERINSURED MOTOR VEHICLE coverage is gap coverage, not excess coverage.
2496 **We** do not pay the UNDERINSURED MOTOR VEHICLE limit shown on the
2497 Commercial Automobile Declaration. Rather, **we** only will pay up to the difference
2498 between the total amount recovered from:
2499 a. all liability insurers of the **underinsured motor vehicle(s)** and operator(s), plus
2500 b. all sums recovered from all parties other than those identified in a. that may be
2501 legally responsible for any portion of the injury to the **insured**; plus
2502 c. all sums paid or payable by:
2503 i. any workers compensation or disability benefits insurance company; or
2504 ii. self-insurer under workers compensation or disability benefits law or similar
2505 law;
2506 and the limit of UNDERINSURED MOTOR VEHICLE shown on the Commercial
2507 Automobile Declaration.
- 2508 2. Subject to all terms in this endorsement, the amount shown on the Commercial
2509 Automobile Declaration under "Per Person" refers to all damages, including damages
2510 for care and loss of services or consortium, arising out of and due to **bodily injury** to
2511 one **person**. The amount shown on the Commercial Automobile Declaration Under "Per
2512 Accident" refers to the amount, subject to the amount shown under "Per Person", for all
2513 such damages arising out of and due to **bodily injury** to more than one **person** in the
2514 same accident. **Persons** having a derivative claim including but not limited to a claim
2515 for loss of care or services do not constitute a separate and distinct **bodily injury** or
2516 limit of coverage. Only one "Per Person" limit applies for all damages and claims of all
2517 claimants arising out of one **person's bodily injury**.
- 2518 3. **NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE**
2519 **INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.**
- 2520 4. Regardless of the limits of UNDERINSURED MOTOR VEHICLE shown on the
2521 Commercial Automobile Declaration, and subject to all terms of this endorsement, the
2522 limits of UNDERINSURED MOTOR VEHICLE will not exceed \$50,000 per **person** and
2523 \$100,000 per accident for:
2524 a. any **insured** other than:
2525 i. **you**,
2526 ii. **your family member** who does not own or lease an **auto**,
2527 iii. any **person** listed as a Designated Representative on the Commercial
2528 Automobile Declaration at the time of the accident, or any **person** listed as
2529 Scheduled Operator on the Commercial Automobile Declaration and meeting the
2530 definition of an **insured**, at the time of the accident, or
2531 iv. a **family member** of any **person** shown as a Designated Representative on the
2532 Commercial Automobile Declaration as of the date of the accident, if the **family**
2533 **member** does not own or lease an **auto**.
2534 b. any **person** operating a vehicle to which this UNDERINSURED MOTOR
2535 VEHICLE coverage applies, if the operator's driver's license is suspended or revoked
2536 at the time of the accident.

2537 **Exclusions**

2538 There is no UNDERINSURED MOTOR VEHICLE gap coverage:

- 2539 1. For any **insured** who, without **our** written consent, settles with any **person** or
2540

- 2541 organization that may be liable for the **bodily injury** and thereby impairs **our** right to
 2542 recover **our** payments.
- 2543 2. For that portion of damages sustained by any **insured** which are paid or payable to, or
 2544 on behalf of, such **insured** under any **compensation law** or similar law as a result of
 2545 the same accident.
- 2546 3. For punitive or exemplary damages.
- 2547 4. For **bodily injury** to any **insured** if an **insured's** conduct contributed to the **bodily**
 2548 **injury** by seeking to elude lawful apprehension, arrest by a law enforcement officer, or
 2549 while committing a felonious act.
- 2550 5. For **bodily injury** which arises out of the transmission of a communicable disease to
 2551 any **insured**.
- 2552 6. For **bodily injury** sustained while **occupying** any vehicle designed for racing or any
 2553 vehicle while:
 2554 a. competing in; or
 2555 b. practicing or preparing for;
 2556 any racing or speed contest or competitive event. Competitive event does not include
 2557 participation in a parade or car show.
- 2558 7. For any **insured** while **occupying** a motor vehicle owned or leased at the time of the
 2559 accident by **you**, **your family member**, any **person** listed as Designated
 2560 Representative or Scheduled Operator on any Commercial Automobile Declaration of
 2561 this policy at the time of the accident or any of their **family members**, if such vehicle is
 2562 not shown on any Commercial Automobile Declaration of this policy at the time of the
 2563 accident as being insured for UNDERINSURED MOTOR VEHICLE gap coverage.
- 2564 8. For **bodily injury** from being struck by a motor vehicle owned or leased at the time of
 2565 the accident by **you**, **your family member**, any **person** listed as Designated
 2566 Representative or Scheduled Operator on any Commercial Automobile Declaration of
 2567 this policy at the time of the accident or any of their **family member(s)**;
- 2568 9. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle
 2569 otherwise covered by this policy, while such vehicle is being used at the time of an
 2570 accident as a public livery or conveyance to transport or carry **persons** for any
 2571 compensation or suggested donation. This includes, but is not limited to:
 2572 1. while a driver is logged onto a **transportation network company's** digital
 2573 network; or
 2574 2. while a driver provides a prearranged ride.
- 2575 **We** will provide coverage, not otherwise excluded, for:
 2576 a. **you**, and **your family members** who do not own or lease an **auto**;
 2577 b. the **person(s)** listed as Designated Representative on the Commercial
 2578 Automobile Declaration, and his/her **family members** who do not own or lease
 2579 an **auto**; and
 2580 c. scheduled operators shown on the Declaration;
 2581 while a passenger (non-operator) of a **non-owned auto** being used for such purposes
 2582 at the time of the accident. This exclusion does not apply to a share-the-expense car
 2583 pool or to a **private passenger auto** used in **your business** as a courtesy shuttle for
 2584 customers.
- 2585 10. For **bodily injury** or property damage resulting from any actual, alleged, threatened or
 2586 adjudicated sexual abuse, sexual harassment, sexual molestation, sexual relations, or
 2587 from any physical, mental, or emotional abuse, harassment, belittlement,
 2588 disparagement, revilement, castigation, chastisement, criticism, perversion,
 2589 maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether
 2590 through physical, verbal, imaged, texted, electronically transmitted, telephonic or any
 2591 other means.
- 2592 11. For **bodily injury** sustained by any **insured** using a vehicle without permission of the
 2593 titled owner of the vehicle to do so.

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If There Is Other Underinsured Motor Vehicle Coverage

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

If:

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

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

This is true regardless of the number of:

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

Arbitration

1. If **we** and an **insured** do not agree:
 - a. whether that **insured** is legally entitled to recover damages; or
 - b. as to the amount of damages which are recoverable by that **insured** from the owner or operator of an **underinsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, either may request that selection be made by a judge of a court having jurisdiction.
2. Each party will:
 - a. pay the expenses it incurs; and
 - b. bear the expenses of the third arbitrator equally.
3. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - a. whether the **insured** is legally entitled to recover damages; and
 - b. the amount of damages. This applies only if the amount does not exceed the minimum limit for **bodily injury** liability specified by the applicable Financial Responsibility Law of the state in which **your covered auto** is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This

2647 demand must be made within sixty (60) days of the arbitrators' decision. If this
2648 demand is not made, the amount of damages agreed to by the arbitrators will be
2649 binding on that **insured** and **us**.

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2652 **Additional Duties**

2653 A **person** seeking coverage under this endorsement must also promptly:

- 2654 1. Send **us** copies of the all legal papers including a lawsuit against the alleged operator
2655 of the **underinsured motor vehicle** if a suit is brought, and
- 2656 2. Notify **us** in writing of a tentative settlement between the **insured** and the insurer of
2657 the **underinsured motor vehicle** and allow **us** thirty (30) days to advance payment
2658 to that **insured** in an amount equal to the tentative settlement to preserve **our** rights
2659 against the insurer, owner or operator of such **underinsured motor vehicle**.

2660
2661
2662 **ADDITIONAL INSURED – LESSOR**

2663
2664 **You** have this coverage if an ADDITIONAL INSURED – LESSOR is shown on the
2665 Commercial Automobile Declaration.

2666
2667 Any liability coverages afforded by this policy for **your leased auto** also applies to the
2668 LESSOR named on the Commercial Automobile Declaration as an ADDITIONAL INSURED
2669 - LESSOR.

2670 This insurance is subject to the following additional provisions:

- 2671 1. **we** will pay damages for which the LESSOR becomes legally responsible only if the
2672 damages are caused by acts or omissions of:
 - 2673 a. **You, your spouse, your family member**, or if **you** are an entity other than a
2674 **person**, the **person(s)** shown as Designated Representative on the Commercial
2675 Automobile Declaration or their **spouse**; or
 - 2676 b. Any other **person** except the LESSOR or any employee or agent of the LESSOR
2677 using **your leased auto** within the scope of consent of **you, your spouse** or, if
2678 **you** are an entity other than a **person**, within the scope of consent of the
2679 **person(s)** shown as Designated Representative on the Commercial Automobile
2680 Declaration or their **spouse**.
- 2681 2. **your leased auto** means:
 - 2682 a. The vehicle shown on the Commercial Automobile Declaration which **you** lease for
2683 a continuous period of at least six months under a written agreement which
2684 requires **you** to provide primary insurance for the LESSOR; and
 - 2685 b. Any substitute or replacement **auto** furnished to **you** by the LESSOR named on
2686 the Commercial Automobile Declaration.
- 2687 3. **we** may cancel this policy at any time, as provided by the terms of this policy. In the
2688 event the policy should expire and not be renewed, or is canceled for any reason, the
2689 ADDITIONAL INSURED – LESSOR named on the Commercial Automobile
2690 Declaration will be given ten (10) days notice before such expiration or cancellations
2691 will become effective with respect to the ADDITIONAL INSURED – LESSOR'S
2692 interest.
- 2693 4. the ADDITIONAL INSURED – LESSOR will, on demand, pay any premium due under
2694 this policy which **you** may neglect to pay.
- 2695 5. the ADDITIONAL INSURED – LESSOR must notify **us** of any change of ownership or
2696 increase of hazard of which they have knowledge.
- 2697 6. the designation of the LESSOR as an ADDITIONAL INSURED will not operate to
2698 increase **our** Limits of Liability.

2700 **AUTO LOAN/LEASE**

2701 **You** have this coverage if AUTO LOAN/LEASE is shown on the Commercial Automobile
2702 Declaration and the appropriate premium has been paid.

2703 **Your auto** must:

- 2704 1. Have Collision or Other Than Collision shown on the Declaration; and
2705 2. suffer a loss covered under PART D – COVERAGE FOR DAMAGE TO YOUR AUTO
2706 for either Collision or Other Than Collision shown on the Declaration; and
2707 3. Be deemed a total loss by **us**.

2708 All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO apply to this
2709 coverage, unless otherwise modified in this endorsement..

2710 In the event **we** deem **your auto** to be a total **loss** as a result of a covered accident under
2711 this policy, this endorsement provides coverage toward any unpaid amount which is due on
2712 the lease or loan for **your auto** and which is covered under this endorsement.

2713 This amount does not include:

- 2714 1. The amount paid under PART D – COVERAGE FOR DAMAGE TO YOUR AUTO of
2715 the policy;
2716 2. Overdue lease/loan payments at the time of the **loss**;
2717 3. Financial penalties imposed under a lease including but not limited to those for
2718 excessive use, abnormal wear and tear, or high mileage;
2719 4. Security deposits not refunded by a lessor, and
2720 5. Costs for extended warranties, Credit Life Insurance, Health, Accident, or Disability
2721 insurance or other additional expenses not a part of the actual cost of the **auto**
2722 itself, purchased with the loan or lease.

2723 **LIMIT OF LIABILITY**

2724 **Our** Limit of Liability for any **loss** covered by this endorsement will be the lesser of the
2725 following:

- 2726 1. The actual amount of the outstanding debt over and above the **actual cash value**
2727 (**ACV**) of the covered vehicle, but this amount does not include items excluded in (2.),
2728 (3.), (4.) and (5.) above;
2729 2. An amount not to exceed twenty percent (20%) of the **Actual Cash Value (ACV)** of the
2730 vehicle as agreed to in the settlement of any total **loss** covered by this policy.

2731 Subject to all terms of this endorsement, the most **we** will pay for any one claim under this
2732 endorsement is the outstanding debt for the Loss Payee listed on the Commercial
2733 Automobile Declaration for the covered vehicle as of the date of **loss**.

2734 **UNINSURED MOTORISTS DAMAGE TO YOUR AUTO**

2735 **You** have this coverage if UNINSURED MOTORISTS DAMAGE TO YOUR AUTO is shown
2736 on the Commercial Automobile Declaration and the appropriate premium has been paid.

2737 **We** will pay for **loss** to **your auto** including its equipment, caused by an **uninsured motor**
2738 **vehicle** as defined in this endorsement, subject to all definitions, duties, and general
2739 provisions found in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

2740 Any judgment for damages arising out of a suit brought without **our** written consent is not
2741 binding on **us**.

2742 Under this endorsement **uninsured motor vehicle** means a land motor vehicle or **trailer**,
2743 the ownership, maintenance, or use of which:

- 2744 a. is not insured or bonded for bodily injury or property damage liability at the time of the

- 2753 accident; or
2754 b. the insuring company denies coverage or is, or becomes, insolvent.
2755 An **uninsured motor vehicle** does not include any vehicle or equipment:
2756 1. Insured under the liability coverage of this or any other policy; or
2757 2. Owned by or furnished or available for the regular **use of you, your spouse, any of your**
2758 **family members, the persons** shown as Designated Representative on this policy's
2759 Commercial Automobile Declaration(s) or their **spouses** or their **family members**; or
2760 3. Owned or operated by a **person** or organization qualifying as a self-insurer under any
2761 applicable motor vehicle financial responsibility law, motor carrier law or any similar law;
2762 4. Owned by any government or any of its political subdivisions or agencies; or
2763 5. Designed for use mainly off public roads except while on public roads; or
2764 6. While located for **use** as a premises; or
2765 7. Operated on rails or crawler treads.
2766

2767 **ADDITIONAL EXCLUSIONS**

2768 The following exclusions are added to the section of **WHEN PART D - COVERAGE FOR**
2769 **DAMAGE TO YOUR AUTO DOES NOT APPLY** of PART D – COVERAGE FOR DAMAGE
2770 TO YOUR AUTO:

2771 There is no coverage:

- 2772 • If **you** or any **person** shown as Designated Representative on the Commercial
2773 Automobile Declaration, or **your** legal representative or the legal representative of
2774 any person shown as Designated Representative, settles the property damage claim
2775 without **our** consent;
- 2776 • For the first \$250 of the amount of property damage to any vehicle to which this
2777 coverage applies, as the result of any one accident. If a loss to more than one
2778 covered vehicle results from the same collision, only one \$250 deductible will apply.
- 2779 • To any motor vehicle that has physical damage coverage for collision loss applicable
2780 at the time of the accident.
- 2781 • If the owner or operator of the **uninsured motor vehicle** cannot be identified.

2782 This coverage will not apply directly or indirectly to benefit any insurer of the property.

2783 **We** do not provide coverage under UNINSURED MOTORISTS DAMAGE TO YOUR AUTO
2784 for punitive or exemplary damages.
2785

2786 **FARM USE ONLY ENDORSEMENT**

2787 In consideration of premium adjustment, this endorsement applies if FARM USE ONLY is
2788 shown on the Commercial Automobile Declaration.
2789

2790 When a VEHICLE on the Commercial Automobile Declaration shows the FARM USE
2791 ONLY endorsement, that vehicle may be used for pleasure, **farming** and **farm use, only**. If
2792 that vehicle is being used for anything other than pleasure, **farming** or **farm use** at the time
2793 of an accident:
2794

- 2795 1. The entire paragraph 3. under Limits of Liability in PART A – LIABILITY COVERAGE
2796 of this policy is replaced by the following:
2797 3. Regardless of the opening paragraph under Limits of Liability above and the
2798 limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY
2799 coverage stated in the Commercial Automobile Declaration, the limits of liability
2800 will not exceed the applicable limit of liability mandated by the Financial
2801 Responsibility Law of the state in which the accident occurred.
2802 for that accident.
- 2803 2. MEDICAL PAYMENTS coverage shown on the Commercial Automobile Declaration for
2804 such vehicle does not apply for that accident.
- 2805 3. The entire paragraph 5. under Limits of Liability in PART C – UNINSURED MOTOR

- 2806 VEHICLE COVERAGE of this policy is replaced by the following:
 2807 5. Regardless of the limits of UNINSURED MOTOR VEHICLE coverage stated in
 2808 the Commercial Automobile Declaration, the limits of UNINSURED MOTOR
 2809 VEHICLE coverage will not exceed the applicable limit of Uninsured Motor
 2810 Vehicle coverage mandated by the Financial Responsibility Law of the state in
 2811 which the accident occurred.
 2812 for that accident.
 2813 4. Any DAMAGE TO YOUR AUTO coverage(s) shown on the Commercial Automobile
 2814 Declaration for such vehicle does not apply for that accident.
 2815 5. With the exception of any DRIVER RESTRICTION endorsement(s), all other
 2816 coverage(s) not identified in 1 through 4 above and showing on the Commercial
 2817 Automobile Declaration for such vehicle does not apply for that accident.
 2818

2819 **FARM USE ONLY ENDORSEMENT – MISSOURI FILING**

2820 In consideration of premium adjustment, this endorsement applies if FARM USE ONLY –
 2821 MISSOURI FILING is shown on the Commercial Automobile Declaration.
 2822

2823 When a VEHICLE on the Commercial Automobile Declaration shows the FARM USE
 2824 ONLY – MISSOURI FILING endorsement, that vehicle may be used for pleasure, **farming**
 2825 and **farm use, only**. If that vehicle is being used for anything other than pleasure, **farming**
 2826 or **farm use** at the time of an accident:

- 2827 1. The entire paragraph 3. under Limits of Liability in PART A – LIABILITY COVERAGE
 2828 of this policy is replaced by the following:
 2829 3. Regardless of the opening paragraph under Limits of Liability above and the
 2830 limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY
 2831 coverage stated in the Commercial Automobile Declaration, the limits of liability
 2832 will not exceed the applicable limit of liability mandated by the Financial
 2833 Responsibility Law of the state in which the accident occurred.
 2834 for that accident.
 2835 2. MEDICAL PAYMENTS coverage shown on the Commercial Automobile Declaration
 2836 for such vehicle does not apply for that accident.
 2837 3. The entire paragraph 5. under Limits of Liability in PART C – UNINSURED MOTOR
 2838 VEHICLE COVERAGE of this policy is replaced by the following:
 2839 5. Regardless of the limits of UNINSURED MOTOR VEHICLE coverage stated in
 2840 the Commercial Automobile Declaration, the limits of UNINSURED MOTOR
 2841 VEHICLE coverage will not exceed the applicable limit of Uninsured Motor
 2842 Vehicle coverage mandated by the Financial Responsibility Law of the state in
 2843 which the accident occurred.
 2844 for that accident.
 2845 4. Any DAMAGE TO YOUR AUTO coverage(s) shown on the Commercial Automobile
 2846 Declaration for such vehicle does not apply for that accident.
 2847 5. With the exception of any DRIVER RESTRICTION endorsement(s), all other
 2848 coverage(s) not identified in 1 through 4 above and showing on the Commercial
 2849 Automobile Declaration for such vehicle does not apply for that accident.
 2850

2851 For the purposes of this endorsement the definition of **Farming** and **Farm Use** is amended
 2852 as follows: Item 7. Under the definition of **Farming** and **Farm Use** is replaced with:

- 2853 7. Any vehicle subject to or operating under the authority of ICC, PSC, or any similar
 2854 state or federal agency regulation. This does not apply to any vehicle **we** insure used
 2855 solely in **farming**.
 2856

2857 **AGRI-BUSINESS ENDORSEMENT**

2858 In consideration of premium adjustment, this endorsement applies if AGRI-BUSINESS is

2859 shown on the Commercial Automobile Declaration.

2860

2861 When a VEHICLE on the Commercial Automobile Declaration shows the AGRI-BUSINESS
2862 endorsement, that vehicle may be used for pleasure, **farm use**, or **Agri-Business Use**
2863 only. If that vehicle is being used for anything other than pleasure, **farm use** or **Agri-**
2864 **Business Use** at the time of an accident:

2865 1. The entire paragraph 3. under Limits of Liability in PART A – LIABILITY COVERAGE
2866 of this policy is replaced by the following:

2867 3. Regardless of the opening paragraph under Limits of Liability above and the
2868 limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY
2869 coverage stated in the Commercial Automobile Declaration, the limits of liability
2870 will not exceed the applicable limit of liability mandated by the Financial
2871 Responsibility Law of the state in which the accident occurred.

2872 for that accident.

2873 2. MEDICAL PAYMENTS coverage shown on the Commercial Automobile Declaration
2874 for such vehicle does not apply for that accident.

2875 3. The entire paragraph 5. under Limits of Liability in PART C – UNINSURED MOTOR
2876 VEHICLE COVERAGE of this policy is replaced by the following:

2877 5. Regardless of the limits of UNINSURED MOTOR VEHICLE coverage stated in
2878 the Commercial Automobile Declaration, the limits of UNINSURED MOTOR
2879 VEHICLE coverage will not exceed the applicable limit of Uninsured Motor
2880 Vehicle coverage mandated by the Financial Responsibility Law of the state in
2881 which the accident occurred.

2882 for that accident.

2883 4. Any DAMAGE TO YOUR AUTO coverage(s) shown on the Commercial Automobile
2884 Declaration for such vehicle does not apply for that accident.

2885 5. With the exception of any DRIVER RESTRICTION endorsement(s), all other
2886 coverage(s) not identified in 1 through 4 above and showing on the Commercial
2887 Automobile Declaration for such vehicle does not apply for that accident.

2888 The following definition applies to this endorsement only:

2889

2890 **Agri-Business Use** - means hauling for hire at the time of the accident any product
2891 (subject to all exclusions and restrictions within this policy and this endorsement) which is
2892 a part of the production, processing or distribution of agricultural goods or services.

2893 **Agri-Business Use** does not include:

2894 1. Any hauling for hire beyond 250 miles from the Named Insured's address as shown on
2895 the Commercial Automobile Declaration.

2896 2. Hauling scrap metal, auto salvage, farm equipment salvage, or similar salvage property
2897 unless the scrap or salvage is from material or equipment previously used for its
2898 designed purposes, in **your** farming operation.

2899 3. Hauling forestry products, including but not limited to pallets, stave bolts, logs, lumber,
2900 live or cut trees (including firewood) when intended for sale or resale.

2901 4. Wholesale or retail delivery of automobiles, trucks, tractors, **trailers, machinery**, or
2902 heavy equipment.

2903 5. Hauling hazardous materials as defined in the 1980 Motor Carrier Act regarding Type 2
2904 Carriage.

2905 6. Hauling dirt, sand, gravel, rock, lime, or limestone, or similar materials unless being
2906 hauled for maintenance of the premises owned or used by **you** in **your** farming
2907 operations

2908 7. Any vehicle operating under the authority of an ICC, PSC, or any similar state agency
2909 filing.

2910

2911

100-MILE LIMITATION ENDORSEMENT

2912 In consideration of premium adjustment, this endorsement applies if the 100-MILE
2913 LIMITATION endorsement is shown on the Commercial Automobile Declaration.

2914
2915 When an **auto** on the Commercial Automobile Declaration shows the 100-MILE
2916 LIMITATION endorsement, that **auto** may only be used within a 100-mile radius of the
2917 garaging location shown on the Commercial Automobile Declaration. If that vehicle is
2918 being used beyond a 100-mile radius at the time of an accident:

- 2919 1. The entire paragraph 3. under Limits of Liability in PART A – LIABILITY COVERAGE
2920 of this policy is replaced by the following:
2921 3. Regardless of the opening paragraph under Limits of Liability above and the
2922 limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY
2923 coverage stated in the Commercial Automobile Declaration, the limits of liability
2924 will not exceed the applicable limit of liability mandated by the Financial
2925 Responsibility Law of the state in which the accident occurred.
- 2926 2. MEDICAL PAYMENTS coverage shown on the Commercial Automobile Declaration
2927 for such vehicle does not apply for that accident.
- 2928 3. The entire paragraph 5. under Limits of Liability in PART C – UNINSURED MOTOR
2929 VEHICLE COVERAGE of this policy is replaced by the following:
2930 5. Regardless of the limits of UNINSURED MOTOR VEHICLE coverage stated in
2931 the Commercial Automobile Declaration, the limits of UNINSURED MOTOR
2932 VEHICLE coverage will not exceed the applicable limit of Uninsured Motor
2933 Vehicle coverage mandated by the Financial Responsibility Law of the state in
2934 which the accident occurred.
2935 for that accident.
- 2936 4. Any DAMAGE TO YOUR AUTO coverage(s) shown on the Commercial Automobile
2937 Declaration for such vehicle does not apply for that accident.
- 2938 5. With the exception of any DRIVER RESTRICTION endorsement(s), all other
2939 coverage(s) not identified in 1 through 4 above and showing on the Commercial
2940 Automobile Declaration for such vehicle do not apply.

200-MILE LIMITATION ENDORSEMENT

2943 In consideration of premium adjustment, this endorsement applies if the 200-MILE
2944 LIMITATION endorsement is shown on the Commercial Automobile Declaration.

2945
2946 When a **auto** on the Commercial Automobile Declaration shows the 200-MILE LIMITATION
2947 endorsement, that **auto** may only be used within 200 miles of the Missouri state border. If
2948 that vehicle is being used beyond a 200 miles of the Missouri state border at the time of an
2949 accident:

- 2950 1. The entire paragraph 3. under Limits of Liability in PART A – LIABILITY COVERAGE
2951 of this policy is replaced by the following:
2952 3. Regardless of the opening paragraph under Limits of Liability above and the
2953 limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY
2954 coverage stated in the Commercial Automobile Declaration, the limits of liability
2955 will not exceed the applicable limit of liability mandated by the Financial
2956 Responsibility Law of the state in which the accident occurred.
- 2957 2. MEDICAL PAYMENTS coverage shown on the Commercial Automobile Declaration
2958 for such vehicle does not apply for that accident.
- 2959 3. The entire paragraph 5. under Limits of Liability in PART C – UNINSURED MOTOR
2960 VEHICLE COVERAGE of this policy is replaced by the following:
2961 5. Regardless of the limits of UNINSURED MOTOR VEHICLE coverage stated in
2962 the Commercial Automobile Declaration, the limits of UNINSURED MOTOR
2963 VEHICLE coverage will not exceed the applicable limit of Uninsured Motor
2964 Vehicle coverage mandated by the Financial Responsibility Law of the state in

2965 which the accident occurred.

2966 for that accident.

2967 4. Any DAMAGE TO YOUR AUTO coverage(s) shown on the Commercial Automobile
2968 Declaration for such vehicle does not apply for that accident.

2969 5. With the exception of any DRIVER RESTRICTION endorsement(s), all other

2970 coverage(s) not identified in 1 through 4 above and showing on the Commercial
2971 Automobile Declaration for such vehicle do not apply.

2972

2973

CARGO LEGAL LIABILITY

2974 **You** have this coverage if the CARGO COVERAGE Endorsement is shown on the
2975 Commercial Automobile Declaration and the appropriate premium is paid.

2976

2977 This endorsement covers **your** legal liability to others for sudden, accidental, and direct
2978 loss to **farm products** in transit, while loaded for shipment in, or on, **your auto** shown as
2979 having this coverage on the Commercial Automobile Declaration and operated by **you** or a
2980 **person** shown as a Scheduled Operator on the Declaration, anywhere within the
2981 continental United States (except Alaska) and Canada. Loss(es) occurring elsewhere will
2982 not be covered under this endorsement.

2983

2984

Limits of Liability

2985 **Our** liability for covered loss to shipments while loaded in or on **your auto** will not exceed
2986 the amount shown on the Commercial Automobile Declaration for such **auto**.

2987

2988 **Our** aggregate Limit(s) of Insurance for all covered loss(es) resulting from any one
2989 occurrence will not exceed the amount shown of the Commercial Automobile Declaration
2990 for each occurrence.

2991

2992

Exclusions

2993 This policy does not cover:

2994 1. Loss or damage to any shipment in or on **your auto** under **your** control after such **auto**
2995 has remained at any dock, depot, station, or terminal for more than seventy-two (72)
2996 hours after arrival of the **auto** at such location.

2997 2. Loss caused by **your** neglect to use all reasonable means to save and preserve the
2998 property at and after any covered loss.

2999 3. Loss caused by or resulting from strikes, lockouts, labor disturbances, riots, civil
3000 commotion, or the acts of any **person** or **persons** taking part in any such occurrence
3001 or disorder.

3002 4. Loss due to inherent vice, or delay, loss of profit, loss of use, or loss of market.

3003 5. Loss of or injury to animals, except an accident otherwise covered by this policy
3004 causing death to an animal or rendering death necessary is covered.

3005 6. Freight or charges; except such charges that were earned prior to the acceptance of
3006 the shipments covered under this endorsement and for which **you** are legally liable.

3007 7. Loss caused by shifting of load, poor packing, or rough handling, or loss caused by
3008 breakage or by contact with oil or grease or any other commodity, marring or
3009 scratching, wetness or dampness, leakage of liquids, or as the result of being spotted,
3010 discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated, or
3011 changed in flavor.

3012 8. Breakage of eggs.

3013 9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether
3014 controlled or uncontrolled, and whether such loss be direct or indirect, proximate or
3015 remote.

3016 10. Loss or damage caused by or resulting from:

3017 a. Hostile or warlike action in time of peace or war, including action in hindering,
combating, or defending against an actual, impending, or expected attack:

- 3018 1) By any governmental or sovereign power (de jure or de facto), or by any
3019 authority maintaining or using military, naval, or air forces;
3020 2) By military, naval, or air forces; or
3021 3) By an agent of any government, power, authority, or forces.
3022 b. Any weapon of war employing atomic fission, or
3023 c. Radioactive force whether in time of peace or war.
3024 d. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by
3025 governmental authority in hindering, combating, or defending against such an
3026 occurrence, seizure of, destruction of, damage to, quarantine of, customs
3027 regulation, or confiscation by order of any government or public authority.
3028 e. Risks of contraband or illegal transportation or trade.
3029 11. Collision caused:
3030 a. By coming in contact with any portion of the roadbed.
3031 b. By striking the rails or ties of street, steam, or electric railroad.
3032 c. By coming in contact with any stationary object in backing for loading or unloading
3033 purposes.
3034 d. By the coming together of truck and **trailer** during coupling or uncoupling.
3035 e. By collision of the **farm products** in transit with another object while in the ordinary
3036 course of transportation.
3037 12. Any claim(s) for loss, damage, or expense by wear and tear from ordinary handling and
3038 transportation of the items.
3039

3040 **Special Conditions**

3041 1. Defense of Suits

3042 In respect to the CARGO LEGAL LIABILITY COVERAGE under this Endorsement, **we**
3043 agree to defend **you** against any suit for loss for which coverage is afforded under this
3044 Endorsement, but **we** will have the right to make such investigation, negotiation, and
3045 settlement of any claim or suit as may be deemed appropriate by **us**. **We** agree to
3046 assume the expenses incurred and approved by **us** under this Special Condition,
3047 except settlements of claims and suits in addition to the applicable Limit(s) of
3048 Insurance of this endorsement. **You** will cooperate with **us** in obtaining evidence,
3049 effecting settlements, and conducting suits, hearings, and trials.

3050 2. Substitution Clause

3051 If any motor vehicle shown as having this coverage on the Commercial Automobile
3052 Declaration is withdrawn from normal use because of sale, breakdown, **repair**, loss, or
3053 destruction, the Limit of Insurance applying to such motor vehicle under this
3054 endorsement will apply to any other motor vehicle operated by **you** or a **person**
3055 shown as a Scheduled Operator on the Declaration and substituted for such motor
3056 vehicle, provided the substitution is reported to **us** as soon as practicable, but in any
3057 event within 30 (thirty) days from the date of purchase, and additional premium is paid
3058 thereon as required by **us**.

3059 3. Reimbursement

3060 Should **we** pay a loss or losses in compliance with any special provision required by
3061 law or legal regulation or by the Interstate Commerce Commission or by any Public
3062 Service Commission, Public Utilities Commission, Corporation Commission, or
3063 Railroad Commission for which **we** were not liable under the terms of the policy, **you**
3064 agree to reimburse **us** to the full extent of such payments, plus any additional expense
3065 incurred.

3066 4. Statutory Endorsements

3067 This endorsement is issued in contemplation of the possible addition of provisions to
3068 effect compliance by **you** with statutes regulating **your business**. No such provision
3069 will be valid for any purpose unless required for mandatory or permissive compliance
3070 with terms of the statute actually applicable to **you** at the time of loss.

3071 5. Inspection of Records

3072 In addition to Number 11 in the CONDITIONS section of **your** policy, **your** books,
3073 accounts, and records with reference to any claims for loss to which this
3074 endorsement may apply, including those required to be kept by **you** under any
3075 statute, or under any rule or regulation of any state, federal authority, or agency, will
3076 be open to inspection at reasonable times by any of **our** authorized representatives.
3077

3078 **ADDITIONAL INSURED**

3079 **You** have this coverage if ADDITIONAL INSURED coverage is shown on the Commercial
3080 Automobile Declaration.

3081
3082 When referring to coverage for the **person(s)** or entity(s) shown as an ADDITIONAL
3083 INSURED on the Commercial Automobile Declaration only, the following portions of PART
3084 A – LIABILITY COVERAGE of the policy are amended as follows:

3085
3086 PART A – LIABILITY COVERAGE
3087

3088 **Who is an Insured**

3089 (When **we** refer to **your auto**, a **newly acquired auto**, **temporary substitute auto**, or
3090 **trailer** to which Part A – Liability Coverage applies, the following paragraph is added
3091 immediately following paragraph 5. F., but is not a part of paragraph 5. F.)
3092

- 3093 5.G. If the Commercial Automobile Declaration shows ADDITIONAL INSURED
3094 coverage, when **we** refer to **your auto**, **newly acquired auto**, **temporary**
3095 **substitute auto**, or **trailer** to which Part A – Liability Coverage applies,
3096 **insured** also means the **person(s)** or entity(s) shown as an Additional
3097 Insured on the Commercial Automobile Declaration.
3098

3099 (Under PART A – LIABILITY COVERAGE In section II. of **Who is an Insured** “When **we**
3100 refer to a **non-owned auto**”, the following paragraph is added immediately following
3101 paragraph 2.C., but is not a part of paragraph 2.C.)
3102

- 3103 2.D. If the Commercial Automobile Declaration shows ADDITIONAL INSURED,
3104 when **we** refer to a **non-owned auto**, **insured** also means the **person(s)** or
3105 entity(s) shown as an Additional Insured on the Commercial Automobile
3106 Declaration for claims made and suits brought against them, but only with
3107 respect to **bodily injury** or property damage covered by this policy and
3108 caused by, or arising out of, the acts or omissions of **you** or **your**
3109 employees while either **you** or **your** employee is operating the **non-owned**
3110 **auto**.

3110 **Limits of Liability**

3111 [Subparagraph 3.a.1). is amended as follows:]
3112

- 3113 3. Regardless of the opening paragraph under Limits of Liability above and the limits of
3114 BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY coverage stated in
3115 the Commercial Automobile Declaration, the limits of liability will not exceed the
3116 applicable limit of liability mandated by the Financial Responsibility Law of the state in
3117 which the accident occurred for:
3118 a. Any **person**, entity or organization using **your auto**, a **newly acquired auto**,
3119 **temporary substitute auto**, or **trailer** to which PART A - LIABILITY applies, other
3120 than:
3121 1) **You**, the **person(s)** shown as Designated Representative on the Commercial
3122 Automobile Declaration, and if the Commercial Automobile Declaration
3123 shows ADDITIONAL INSURED, the **person(s)** or entity(s) shown as

3124 ADDITIONAL INSURED on the Commercial Automobile Declaration.

3125
3126 [Subparagraph 3.b. 1) is amended as follows:]

3127
3128 b. Any **person**, entity or organization using a **non-owned auto** to which Part A –
3129 Liability applies, other than:

3130 1) **You**, the **person(s)** shown as Designated Representative on the Commercial
3131 Automobile Declaration, and if the Commercial Automobile Declaration
3132 shows ADDITIONAL INSURED, the **person(s)** or entity(s) shown as
3133 ADDITIONAL INSURED on the Commercial Automobile Declaration .

3134 **JOINT OWNERSHIP**

3136 **You** have this coverage if JOINT OWNERSHIP is shown on the Commercial Automobile
3137 Declaration. When JOINT OWNERSHIP is shown for a vehicle on the Commercial
3138 Automobile Declaration the following portions of the policy are amended for that vehicle as
3139 follows:

3140 **PART A – LIABILITY COVERAGE**

3141 **Who Is An Insured**

3142 The following paragraph is added immediately following paragraph 5. E. but not a part of
3143 paragraph 5. E.

3144 5.F. If the Commercial Automobile Declaration shows JOINT OWNERSHIP under
3145 Endorsement of Coverages section of the Declaration, when **we** refer to **your**
3146 **auto, insured** also means the **person(s)** and/or entity(s) shown under Joint
3147 Ownership on the Commercial Automobile Declaration

3148 **Limits of Liability**

3149 [Subparagraph 3.a. 1 is replaced as follows:]

3150 3. Regardless of the opening paragraph under Limits of Liability above and the limits of
3151 **BODILY INJURY LIABILITY** and **PROPERTY DAMAGE LIABILITY** coverage stated in
3152 the Commercial Automobile Declaration, the limits of liability will not exceed the
3153 applicable limit of liability mandated by the Financial Responsibility Law of the state in
3154 which the accident occurred for:

3155 a. Any **person** entity or organization using **your auto, a newly acquired auto,**
3156 **temporary substitute auto, or trailer** to which Part A – Liability applies, other
3157 than:

3158 1) **You**, the **person(s)** shown as Designated Representative on the
3159 Commercial Automobile Declaration, and if the Commercial Automobile
3160 Declaration shows JOINT OWNERSHIP, the **person(s)** or entity(s) shown
3161 as JOINT OWNER on the Commercial Automobile Declaration.

3162 **When Part A – Liability Does Not Apply**

3163 The following language is added to paragraph 1. b.)

3164 There is no coverage:

3165 1. While any vehicle insured under this section is:

3166 a. rented to others or used to carry **persons** for a charge. This does not apply to the
3167 **use** on a share expense basis of a **private passenger auto** if all passengers are
3168 riding in that area of the vehicle designed by the manufacturer of the vehicle
3169 for carrying passengers.

3170 b. being repaired, serviced or used by any **person** employed or engaged in any way in
3171 an **auto business**. This does not apply to:

- 3177 4.) a **person** shown as JOINT OWNER on the Commercial Automobile
3178 Declaration.
3179

3180 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO
3182

3183 **Who Is An Insured**

3184 The following paragraph is added immediately following paragraph 5.b., but not a part of
3185 paragraph 5.b.

3186 If the Commercial Automobile Declaration shows JOINT OWNERSHIP, **insured** also
3187 means the **person(s)** or entity(s) shown as JOINT OWNER on the Commercial Automobile
3188 Declaration.
3189

3190 **Limited Miscellaneous Equipment Coverage**

3191 If the Limited Miscellaneous Equipment Coverage is attached the following is added in
3192 "Limits of Insurance – OTHER THAN COLLISION (OTC) and COLLISION."
3193

- 3194 4. The most **we** will pay for:
3195 1. paint, wraps, decals, electronic equipment, custom wheels, alterations,
3196 modifications or equipment which was permanently attached to your auto after
3197 the time it was originally manufactured; and
3198 2. any child restraint systems or other items of safety equipment required by
3199 Federal or State law to be present in the vehicle; and
3200 3. camber shells or bed liners not attached to your auto;

3201
3202 Is \$1,000 for any one accident regardless of the number of such items damaged
3203 or stolen.