



**CASUALTY UNDERWRITERS INSURANCE COMPANY**  
Salt Lake City, Utah

Administrative Offices: P.O. Box 9510, Wichita, Kansas 67277  
Telephone: 800-333-2525  
Claims - Option 3 then Option 5  
Fax: 316-794-8470

**YOU MUST REPORT A LOSS WITHIN 5 DAYS OF THE LOSS/ ACCIDENT, IF POSSIBLE. IF IT IS NOT POSSIBLE, YOU MUST REPORT THE LOSS AS SOON AS POSSIBLE AND SHOW WHY YOU DIDN'T REPORT THE CLAIM WITHIN 5 DAYS. WE HAVE A TOLL-FREE TELEPHONE NUMBER AND VOICEMAIL SO THAT YOU CAN LEAVE A MESSAGE AT ANY TIME OF DAY, EVEN IF WE ARE CLOSED.**

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive an insurer, makes application to or presents any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. Conviction of a felony can result in fines and imprisonment.

If we pay a claim, **WE HAVE THE SOLE RIGHT** to pursue recovery from an adverse party or insurance carrier. You or your attorney will **NOT** pursue our right of recovery without prior express **WRITTEN** consent from the company.

**IN WITNESS WHEREOF**, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

A handwritten signature in black ink, appearing to read "Paul P. Lewis", is written over a light gray rectangular background.

President

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### **PLEASE READ THIS POLICY CAREFULLY SO THAT YOU UNDERSTAND YOUR COVERAGES AND THE RESTRICTIONS TO YOUR COVERAGES.**

The following are some coverage restrictions that are commonly misunderstood. This is not a complete list of all policy restrictions. Each item listed may have other restrictions not mentioned on this page. Please see the rest of the policy for the details of each coverage and each restriction.

There is no grace period for premium payments

If there is damage to **your insured vehicle**, we must be able to inspect **your insured vehicle** before you make any repairs, otherwise, **your** repairs will not be covered.

If the information you provide us is incorrect or incomplete or changes during the policy period, we may decrease or increase the premium during the policy period. See the provision Premium Changes under General Provisions.

There is no **business** use coverage. Delivering pizza or newspapers is a **business**. If your job requires you to use **your insured car**, that is **business** use. Anything **you** do which brings **you** money is a **business**. **Business** use includes any job you perform in exchange for something of value. **Business** includes trade, profession, occupation, job, or task performed for pay or remuneration.

No coverage is provided for a rental **car**, except for liability coverage for a temporary substitute for an **insured car** as defined and described on page 5.

If **we** pay a claim for **essential services** while **you** are unable to perform **your** household duties, **we** will require the payee's name, address, and a valid Social Security Number. **ALL PAYMENTS WILL BE REPORTED TO THE INTERNAL REVENUE SERVICE** as income to the payee.

Any medical benefits **we** pay for injury must be solely the result of an **auto** accident and covered by this policy. **We** will not pay medical benefits for any complication, injury, or illness caused by the incompetence, neglect, or mistake of any person responsible for the care of the claimant.

Part B – Medical Payments Coverage and Personal Injury Protection and Parts C and D – Uninsured and Underinsured Motorists Coverage

Benefits for physical therapy, occupational therapy, and chiropractic care are limited. If surgery, for the injury requiring therapy, has not been recommended or recommended and not performed, benefits are limited to 15 treatments.

## INSURING AGREEMENT FAMILY CAR POLICY

### AGREEMENT

**We** agree with **you**, in return for **your** premium payment, to insure **you** subject to the terms of this policy.

**We** will insure **you** for the coverages and limits of liability for which a premium is shown in the **Declarations** of this policy.

### DEFINITIONS USED THROUGHOUT THIS POLICY

**We, us** and **our** mean the Company providing this insurance.

**You** and **your** mean the insured named in the **Declarations** and spouse if living in the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered **you** and **your** under this policy but only until the earlier of:

- the end of 90 days following the spouse's change of residency;
- the effective date of another policy listing the spouse as a named insured; or
- the end of the policy period.

**Relative** means any person related to **you** by blood, marriage, adoption or guardianship who is a resident of **your** household whether or not temporarily residing elsewhere.

**Bodily injury** means **bodily injury**, sickness, or disease, including death that is a direct result of a covered **auto** accident.

**Property damage** means physical damage to tangible property, including loss of its use as a direct result of an **auto** accident.

**Declarations** means the policy page that shows the name of the insured, **your insured cars**, limits of liability, and the coverages selected and paid for.

**Car** or **Auto** means:

- a four-wheel motor vehicle of the private passenger type which is licensed for use on public roads.
- a vehicle with a load capacity of 2,000 pounds or less of the pick-up or van type not used in any **business** other than farming or ranching as long as no other insurance policy provides coverage for that vehicle.

A **car** has a Gross Vehicle Weight of less than 10,000 pounds and is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

**Your insured car** means:

- any **car** shown in the **Declarations**.
- a **newly acquired car**.
- any **trailer you** own.
- any **car** or **trailer you** do not own while used as a temporary substitute for any other **car** described in this definition which is out of normal use because of its: (a) breakdown; (b) repair; (c) servicing; (d) loss; or (e) destruction.

This provision does not apply to Part F – Car Damage.

**Newly acquired car** means a **car you** become the owner of during the policy period.

Coverage for a **newly acquired car** is provided as described below. If **you** ask **us** to insure a **newly acquired car** after the specified time period described below has elapsed, any coverage **we** provide for a **newly acquired car** will begin at the time **you** request the coverage.

- For any coverage provided in this policy except Car Damage, a **newly acquired car** will have the broadest coverage **we** now provide for any **car** shown in the **Declarations**. Coverage begins on the date **you** become the owner. However, for this coverage to apply to a **newly acquired car** which is in addition to any vehicle shown in the **Declarations**, **you** must ask **us** to insure it within four days after **you** become the owner.

If a **newly acquired car** replaces a **car** shown in the **Declarations**, coverage is provided for this **car** if **you** ask **us** to insure it within 30 days after **you** become the owner.

- Collision Coverage for a **newly acquired car** begins on the date **you** become the owner. However, for this coverage to apply, **you** must ask **us** to insure it within:
  - a. four days after **you** become the owner if the **Declarations** indicate that Collision Coverage applies to at least one **car**. In this case, the **newly acquired car** will have the broadest coverage **we** now provide for any **car** shown in the **Declarations**.
  - b. four days after **you** become the owner if the **Declarations** do not indicate that Collision Coverage applies to at least one **car**. If **you** comply with the 4 day requirement and a loss occurred before **you** asked **us** to insure the **newly acquired car**, a Collision deductible of \$1,000 will apply.
- Other Than Collision Coverage for a **newly acquired car** begins on the date **you** become the owner. However, for this coverage to apply, **you** must ask **us** to insure it within:
  - a. four days after **you** become the owner if the **Declarations** indicate that Other Than Collision Coverage applies to at least one **car**. In this case, the **newly acquired car** will have the broadest coverage **we** now provide for any **car** shown in the **Declarations**.

b. four days after **you** become the owner if the **Declarations** do not indicate that Other Than Collision Coverage applies to at least one **car**. If **you** comply with the 4 day requirement and a loss occurred before **you** ask **us** to insure the **newly acquired car**, an Other Than Collision deductible of \$1,000 will apply.

**Occupying** means inside of, or getting into, or getting out of.

**Utility trailer or trailer** means a vehicle designed to be pulled by a **car**. **Trailer** also includes a farm wagon or farm implement. Coverage is afforded only while being towed by **your insured car**. A **utility trailer** or **trailer** does not have an engine or motor.

**State** means the District of Columbia, any **state**, territory or possession of the United States and any province of Canada.

**Auto business** means the **business** of selling, leasing, repairing, servicing, delivering, testing, road testing, storing, or parking of vehicles or **trailers**.

**Business** includes trade, profession, occupation, job or task performed for pay or remuneration.

## **PART A – LIABILITY**

### **INSURING AGREEMENT – PART A ONLY**

**We** will pay damages, except for punitive or exemplary damages for which an insured is legally liable because of **bodily injury** or **property damage** resulting from the ownership, maintenance, or use of **your insured car** or **utility trailer**.

**We** will settle or defend any claim or suit which is payable under the policy. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been paid.

### **ADDITIONAL DEFINITIONS PART A ONLY**

As used in this Part, **insured(s)** means **you**, a **relative**, or any person using **your insured car** or **utility trailer**, with your permission.

No person shall be deemed an **insured** unless they are using **your insured car** with **your** permission.

### **ADDITIONAL PAYMENTS – PART A ONLY**

**We** will pay in addition to **our** limit of liability:

- all costs **we** incur in the settlement of a claim or defense of a suit.
- all costs assessed against **you** in **our** defense of a suit.
- interest on damages awarded in a suit **we** defend accruing after judgment is entered and before **we** have paid, offered to pay, or

deposited in court that portion of the judgment which is not more than **our** limit of liability.

- premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** limit of liability. **We** have no duty to apply for or furnish a bond.
- up to \$250 for a bail bond required due to an accident related traffic law violation resulting in **bodily injury** or **property damage** covered by this Part. **We** have no duty to apply for or furnish a bond.
- loss of earnings up to \$50 a day, but not other income, when **we** ask **you** to help **us** investigate or defend any claims or suit.
- any other reasonable costs incurred at **our** request.

#### **EXCLUSIONS – PART A ONLY**

**We** do not cover:

- **bodily injury** or **property damage** intentionally caused by an **insured**.
- **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a vehicle when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
- **bodily injury** or **property damage** for which a person is an **insured** under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that policy are exhausted.
- **bodily injury** or **property damage** assumed by an **insured** under any contract or agreement.
- **bodily injury** to an employee of an **insured** arising in the course of employment by an **insured**. Coverage does apply to a domestic employee unless benefits are payable or, are required to be provided for that employee under a workers' compensation law.
- **bodily injury** or **property damage** resulting from the ownership, operation, maintenance or use of any vehicle, including **your insured car** in any **business** including an **auto business**.
- **property damage** to property owned or being transported by an **insured**.
- **property damage** to property rented to, used by, or in the charge of, an **insured** except a residence or private garage.
- **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a motorized vehicle with less than four wheels.
- **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a vehicle other than **your insured car** which is owned by, or furnished, or available for regular use by **you** or a **relative**.

- **bodily injury** or **property damage** arising out of the ownership or operation of **your insured car** while it is being leased or rented to others.
- **bodily injury** or **property damage** resulting from the use or operation of a **car** in any racing event, speed contest, exhibition or in practice or preparation for any such contest.
- **bodily injury** sustained while **occupying** that portion of any vehicle normally designed for cargo, regardless of use.
- **bodily injury** or **property damage** caused by any person while operating a vehicle without the permission of the owner or the person in lawful possession of that vehicle.
- **bodily injury** or **property damage** resulting from the ownership, maintenance or use of any **car**, other than **your insured car**, which is owned by any **relative** or furnished or available for the regular use of any **relative**. However, this exclusion does not apply to **you** while **you** are maintaining or **occupying** any vehicle which is owned by a **relative** or furnished or available for the regular use of a **relative**.

#### **FEDERAL TORT CLAIMS ACT EXCLUSION – PART A ONLY**

The following are not insureds under Part A – Liability of the policy:

- the United States of America or any of its agencies.
- any person for **bodily injury** or **property damage** arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

#### **CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS – PART A ONLY**

When **we** certify this policy as proof under a **state** financial responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law.

**You** agree to reimburse **us** for any payment made by **us** which **we** would not have been obligated to make under the terms of this policy.

#### **OUT OF STATE INSURANCE – PART A ONLY**

If this policy provides insurance under Part A – Liability, and if **you** are traveling in a **state** or Canadian province that has compulsory motor vehicle insurance requirements for non-residents, **we** will automatically provide the required insurance. However, any insurance afforded under this amendment is excess over any other applicable insurance.

#### **LIMITS OF LIABILITY – PART A ONLY**

The limits of liability shown in the **Declarations** apply, subject to the following.

- The **bodily injury** liability limit for each person is the maximum **we** will pay as damages for **bodily injury**, including damages for care and loss of services, to one person in one accident.
- Subject to the **bodily injury** liability limit for each person, the **bodily injury** liability limit for each accident is the maximum **we** will pay as damages for **bodily injury**, including damages for care and loss of services, to two or more persons in one accident.
- The **property damage** liability limit for each accident is the maximum **we** will pay for all damages to property in one accident.

**We** will pay no more than these maximums regardless of the number of vehicles described in the **Declarations**, insureds, claims, claimants, policies, or vehicles involved in the accident.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any:

- Medical Payments Coverage or Personal Injury Protection Coverage of this policy;
- Uninsured Motorist Coverage provided by this policy; or
- Underinsured Motorists Coverage provided by this policy.

#### **SEPARATE APPLICATION OF THIS INSURANCE – PART A ONLY**

This insurance applies separately to each **insured** against whom a claim is made or suit is brought, except with respect to the limits of **our** liability.

#### **OTHER INSURANCE – PART A ONLY**

If there is other applicable **car** liability insurance on a loss covered by this Part, **we** will pay **our** proportionate share as **our** limits of liability bear to the total of all applicable liability limits. Insurance afforded under this Part for a vehicle **you** do not own is excess over any other collectible **car** liability insurance.

#### **PART B**

##### **MEDICAL PAYMENTS COVERAGE (MP)**

##### **INSURING AGREEMENT – MP PART B ONLY**

**We** will pay reasonable expenses incurred for necessary medical treatment and funeral services because of **bodily injury**:

- involving the use of a **motor vehicle** as a **motor vehicle**;
- caused by an accident; and
- sustained by an **eligible injured person**.

**We** will pay only those expenses incurred for services rendered within 3 years from the date of the accident. **We** must be given authorization to obtain medical reports and copies of records.

## **EXCLUSIONS – MP PART B ONLY**

We do not cover **bodily injury** to an **eligible injured person**:

- **occupying** a **motor vehicle** which is owned by **you** or a **relative** and is not insured under this policy.
- **occupying your insured car** while being used to carry person(s) or property for a charge. This exclusion does not apply to shared-expense **car** pools.
- **occupying** a vehicle while located for use as a residence or premises.
- **occupying** a vehicle without a reasonable belief that the **insured** is entitled to do so. The exclusion does not apply to a **relative** using **your insured car** which is owned by **you**.
- **occupying** a motorized vehicle with less than four wheels.
- **occupying** or when struck by a vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you** or a **relative**.
- resulting from the ownership, operation, maintenance or use of any vehicle, including **your insured car** in any **business** including an **auto business**.
- occurring in the course of employment if benefits are payable or must be provided under a workers' compensation law or similar law.
- caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination or a consequence of any of these.
- while in, upon, getting into or off of that portion of any vehicle normally designed for cargo, regardless of use.
- resulting from the operation or use of a **motor vehicle** in any racing event, speed contest, exhibition, or in any practice or preparation for any such contest.
- while **your insured car** has been rented or leased to others by **you**.
- for any condition that existed before the date of the auto accident.

## **ADDITIONAL DEFINITIONS – MP PART B ONLY**

As used in this Part:

**Eligible injured person** means:

- the named **insured** or any **relative** who sustains **bodily injury** caused by an accident involving the use of any **motor vehicle**.
- any other person who sustains **bodily injury** caused by an accident while **occupying the insured motor vehicle** with the express or implied consent of the **insured**; or

**Family Member** means any person related by blood, marriage, guardianship, or adoption to the **insured** or **insured's** spouse.

**Medical services** means the reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required. There is no coverage for services prescribed or performed by the **insured** or a **family member**.

**Motor vehicle** means a self-propelled vehicle which is designed for use upon a highway including **trailers** and semitrailers designed for use with such vehicles. Motor vehicle does not mean traction engines, road rollers, farm tractors, tractor cranes, power shovels, well drillers or vehicles which are propelled by electric power obtained from overhead wires and not operated on rails.

**Occupying** means being in or upon a motor vehicle as a passenger or operator or engaged in the immediate act of entering, boarding or alighting from a motor vehicle.

**Reasonable Expenses** means that charges do not exceed the ordinary charge made by a person, group, or other entity which provides **medical services**, treatments or materials. It does not include any charge which is more than the general level of charges made:

- by others who provide such services, treatments or materials;
- for an illness or injury of comparable severity and nature to the illness or injury being treated; or
- in the area where the service is being rendered.

The term **area** means a county or such geographical area as is required to obtain a typical cross section of others who provide such services, treatments or materials.

#### **LIMITS OF LIABILITY – MP PART B ONLY**

Regardless of the number of vehicles described in the **Declarations**, **Insured's** claims, policies or vehicles involved in the accident **we** will pay no more than the limit of liability shown for this coverage in the **Declarations** for all persons injured in any one accident.

Any amount paid or payable for **medical services** under Part A – Liability, Part C – Uninsured Motorists, or Part D – Underinsured Motorists shall be deducted from the amount payable under this part.

### **OTHER INSURANCE – MP PART B ONLY**

If there is other **car medical services** insurance on a loss covered by this Part, **we** will pay **our** proportionate share as **our** limit of liability bears to the total of all applicable **car** medical payments limits. Insurance afforded under this Part for a vehicle **you** do not own is excess over any other applicable **car** medical payments insurance.

### **CONDITIONS – MP PART B ONLY**

#### **Action Against Company.**

No action shall lie against **us** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.

#### **Notice.**

In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to **us** or any of **our** authorized agents as soon as practicable.

If any **eligible injured person**, his legal representative or his/her survivors shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to **us** by such **eligible injured person**, his/her legal representative or his/her survivors.

#### **Medical Reports: Proof Claim.**

As soon as practicable the **eligible injured person** or someone on his/her behalf shall give **us** written proof of claim under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist **us** in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examinations by physicians selected by **us** when and as often as **we** may reasonably require. **We** must be given authorization to obtain medical reports and copies of records. **We** will not pay for any condition that existed before the date of the accident.

#### **Reimbursement and Trust Agreement.**

In the event of any payment to any person under this coverage:

- **We** shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made and **we** shall have lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his/her agent, his/her insurer, or a court having jurisdiction in the matter.

- such person shall hold in trust for **our** benefit all rights of recovery which he shall have against such other person or organization because of such **bodily injury**.
- such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.
- such person shall execute and deliver to **us** instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

**Non-Duplication of Benefits – Other Insurance.**

The following provisions apply.

- No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this coverage and Part A – Liability, Part B – Medical Payments/ Person Injury Payments, Part C – Uninsured Motorists, Part D – **Bodily injury** Caused by Underinsured Motorists, or any other insurance.
- This insurance is primary only for **bodily injury** sustained by an **eligible injured person** in an accident arising out of the use or operation of an **insured** motor vehicle.
- If an **eligible injured person** is entitled to similar benefits under more than one policy, the maximum amount recoverable under all policies combined shall not exceed the amount payable under the policy with the highest dollar limit. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits on the same basis.

Personal Injury Protection benefits paid or payable under this or any other **auto** insurance policy because of **bodily injury** sustained by an **eligible injured person** shall be primary to any Medical Payments Coverage provided under this policy.

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of laws of the issue **state**. In the event a court of competent jurisdiction declares or enters a judgment the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, **we** shall have the right to recompute the premium payable for the policy and the provisions of this Part shall be voidable or subject to amendment at **our** option.

**PART B  
PERSONAL INJURY PROTECTION (PIP) COVERAGE**

**We** agree with the named **insured**, subject to all the provisions of this Part and to all the provisions of the policy except as modified herein, as follows.

### **INSURING AGREEMENT – PIP PART B ONLY**

**We** will pay reasonable personal injury protection benefits to or on behalf of each **eligible injured person** for:

- **medical expenses;**
- **workloss;**
- **essential services;**
- **funeral expenses;** and
- **survivor loss.**

with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident involving the use of a motor vehicle as a motor vehicle. **We** must be given authorization to obtain medical reports and copies of records.

We may also require authorization to obtain work history records from the eligible person's employer.

### **EXCLUSIONS – PIP PART B ONLY**

This coverage does not apply:

- to **bodily injury** sustained by any person while **occupying** another motor vehicle owned by or furnished for the regular use of the **insured** or a **relative** and which is not insured under this Policy.
- to **bodily injury** sustained by any person while operating the **insured motor vehicle** without the express or implied consent of the **insured** or while not in lawful possession of **the insured motor vehicle**.
- to **bodily injury** sustained by any person, if such person's conduct contributed to his/her injury under either of the following circumstances:
  - a. by causing injury to himself or herself intentionally, or
  - b. while committing a felony.
- to **bodily injury** sustained by any person arising out of the use of any motor vehicle while located for use as a residence or premises.
- to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- to any condition that existed before the date of the auto accident.
- to **bodily injury** sustained by any person while operating a car owned by you and not insured under this policy.

### **DEFINITIONS – PIP PART B ONLY**

When used in reference to this coverage:

**Bodily injury** means **bodily injury**, sickness or disease including death resulting therefrom.

**Eligible injured person** means:

- the named **insured** or any **relative** who sustains **bodily injury** caused by an accident involving the use of any motor vehicle.
- any other person who sustains **bodily injury** caused by an accident while:
  - a. **occupying the insured motor vehicle** with the express or implied consent of the **insured**; or
  - b. a pedestrian, if the accident occurs in the **state** requiring PIP coverage and involves the use of **the insured motor vehicle**.

**Funeral expenses** means funeral, burial or cremation expenses incurred.

**Family member** means any person related by blood, marriage, guardianship, or adoption to the **insured** or **insured's** spouse.

**Insured** means the named **insured**, the spouse or other **relative** of the named **insured** who resides in the same household as the named **insured**, including those who usually make their home in the same household but temporarily live elsewhere, or any person using the described motor vehicle with the permission, either expressed or implied, of the owner.

**Insured motor vehicle** means a motor vehicle with respect to which:

- the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged; and
- the named **insured** is required to maintain security under the provisions of the laws of the issue **state**.

**Medical expense** means the reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing: however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required. There is no coverage for services prescribed or performed by the **insured** or a **family member**.

**Motor vehicle** means a self-propelled vehicle which is designed for use upon a highway including **trailers** and semitrailers designed for use with such vehicles, Motor Vehicle does not mean traction engines, road rollers, farm tractors, tractor cranes, power shovels, and well drillers or vehicles which are propelled by electric power obtained from overhead wires and not operated upon rails.

**Named insured** means the person or organization named in the **Declarations**.

**Occupying** means being in or upon a motor vehicle as a passenger or operator or engaged in the immediate act of entering, boarding or alighting from a motor vehicle.

**Pedestrian** means any person not **occupying** or riding upon a motor vehicle.

**Relative** means a spouse or any other person related to the named **insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named **insured**, or who usually makes his/her home in the same household but temporarily lives elsewhere.

**Reasonable Expenses** means that charges do not exceed the ordinary charge made by a person, group, or other entity which provides **medical services**, treatments or materials. It does not include any charge which is more than the general level of charges made:

- by others who provide such services, treatments or materials;
- for an illness or injury of comparable severity and nature to the illness or injury being treated; or
- in the area where the service is being rendered.

The term **area** means a county or such geographical area as is required to obtain a typical cross section of others who provide such services, treatments or materials.

**Survivor loss** means compensation because of the death of the **eligible injured person**.

**Workloss** means loss of income and loss of earning capacity by the **eligible injured person** during his/her lifetime. Workloss must:

- be from an inability to work; and
- be confirmed periodically by the **eligible injured person's** attending physician; and
- be due to a covered **bodily injury**.

**We** will pay benefits for **workloss**:

- beginning after the third day of **workloss**; and
- continuing for a maximum of 52 consecutive weeks after the date of the accident.

If such **workloss** continues for more than two consecutive weeks after the date of the **bodily injury**, the three day elimination period shall not be applicable.

**Essential services** is an allowance for services actually rendered or expenses reasonably incurred for services that the **eligible injured person** would have performed during his/her lifetime for his/her household. The **eligible injured person's** need for **essential services** must be:

- due to a covered **bodily injury**;
- certified as necessary by the **eligible injured person's** attending physician; and
- performed by someone other than a household resident.

**We** will pay benefits for **essential services**:

- beginning after the third day of **bodily injury**; and
- continue for a maximum of 365 consecutive days after the date of the accident.

If the need for **essential services** continues for more than two consecutive weeks after the date of the **bodily injury**, the three day elimination period shall not be applicable.

Payments for **essential services** are considered earned income and will be reported to the Internal Revenue Service as ordinary Income. No payment will be made until we receive a valid Social Security or Tax Identification Number furnished by the provider of services.

#### **POLICY PERIOD; TERRITORY – PIP PART B**

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions or Canada.

#### **LIMITS OF LIABILITY – PIP PART B**

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this coverage applies, **our** liability for Personal Injury Protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one motor vehicle accident is limited as follows.

- The maximum amount payable for **medical services** shall not exceed \$3,000.
- The maximum amount payable for **workloss** is eighty-five percent of any loss of gross income and earning capacity not to exceed the total of \$250 per week.
- For **essential services**, the maximum payment is \$20 per day.
- The maximum amount payable for **funeral expenses** shall not exceed \$1,500.
- The amount payable for **survivor loss** is \$3,000 and is payable only to natural persons who are **eligible injured person's** heirs.

- Any amount payable by **us** under the terms of this coverage shall be reduced by the amount paid, payable or required to be provided on account of such **bodily injury**:
  - a. under any workers' compensation plan or any similar statutory plan; or
  - b. by the United States or any of its agencies because of his or her being on active duty in the military services.

## **CONDITIONS – PIP PART B**

### **Action Against Company.**

No action shall lie against **us** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.

### **Notice.**

In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to **us** or any of **our** authorized agents as soon as practical.

If any **eligible injured person**, his/her legal representative or his/her survivors shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to **us** by such **eligible injured person**, his/her legal representative or his/her survivors.

### **Medical Reports: Proof Claim.**

As soon as practicable the **eligible injured person** or someone on his/her behalf shall give **us** written proof of claim under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist **us** in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examinations by physicians selected by **us** when and as often as **we** may reasonably require. **We** must be given authorization to obtain medical reports and copies of records. **We** will not pay for any condition that existed before the date of the accident.

### **Reimbursement and Trust Agreement.**

In the event of any payment to any person under this coverage:

- **we** shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made and **we** shall have lien to the extent of such payment, notice of which may be given to the person or organization causing

such **bodily injury**, his/her agent, his/her insurer, or a court having jurisdiction in the matter.

- such person shall hold in trust for **our** benefit all rights of recovery which he shall have against such other person or organization because of such **bodily injury**.
- such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.
- such person shall execute and deliver to **us** instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

#### **Non-Duplication of Benefits – Other Insurance.**

The following provisions apply.

- No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this coverage and Part A – Liability, Part C – Uninsured Motorists, Part D – **Bodily injury** Caused by Underinsured Motorists, or any other insurance.
- This insurance is primary only for **bodily injury** sustained by an **eligible injured person** in an accident arising out of the use or operation of an **insured motor vehicle**.
- If an **eligible injured person** is entitled to similar benefits under more than one policy, the maximum amount recoverable under all policies combined shall not exceed the amount payable under the policy with the highest dollar limit. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits on the same basis.

Personal Injury Protection benefits paid or payable under this or any other **auto** insurance policy because of **bodily injury** sustained by an **eligible injured person** shall be primary to any Medical Payments Coverage provided under this policy.

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of laws of the issue **state**. In the event a court of competent jurisdiction declares or enters a judgment the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, **we** shall have the right to recompute the premium payable for the policy and the provisions of this Part shall be voidable or subject to amendment at **our** option.

#### **PART C**

#### **UNINSURED MOTORISTS COVERAGE**

#### **INSURING AGREEMENTS – PART C ONLY**

**We** will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of **bodily injury** sustained by an **insured** and caused by an accident. **We**

will not pay any punitive or exemplary damages. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Determination whether an **insured** is legally entitled to recover damages or the amount of damages shall be made by agreement between that person and **us**.

#### **ADDITIONAL DEFINITIONS – PART C ONLY**

As used in this part:

**Insured(s)** means:

- **you** or any **relative**.
- any other person **occupying your insured car**.
- any person who is entitled to recover damages from the owner or operator of the uninsured motor vehicle because of **bodily injury** to persons listed above.

No person shall be considered an **insured** if that person uses a vehicle without having permission to use it.

**Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type which is:

- not insured by a **bodily injury** liability bond or policy at the time of the accident, or a vehicle covered by a liability policy, where coverage for an accident is disputed by the liability insurer for more than 60 days;
- insured by a **bodily injury** liability bond or policy at the time of the accident but its limit for **bodily injury** liability must be less than the minimum limit for **bodily injury** liability specified by the financial responsibility laws of the issue **state**. However, the motor vehicle is uninsured only to the extent of the deficiency.
- insured by a liability bond or policy at the time of the accident but the bonding or insuring company denies coverage or is or becomes insolvent. However, the motor vehicle is uninsured only to the extent that the claim against the insolvent insurer is not paid by a guaranty association or fund.
- a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an accident resulting in **bodily injury** without hitting:
  - a. **you** or a **relative**;
  - b. a vehicle which **you** or a **relative** are **occupying**; or
  - c. **your insured car**.

If there is no physical contact with the hit-and-run vehicle, the **insured** shall show the existence of the other motor vehicle by clear and convincing evidence, which shall consist of more than the **insured's** testimony.

The term **uninsured motor vehicle** does not mean any vehicle or equipment:

- owned by or furnished or available for the regular use by **you** or any **relative**.
- owned by or operated by a self-insurer under any applicable motor vehicle law.
- owned by any governmental unit or agency.
- operated on rails or crawler treads.
- while located for use as a residence or premises.
- designed mainly for use off public roads while not on public roads.

### **EXCLUSIONS – PART C ONLY**

**We** do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any person:

- while **occupying**, or when struck by, any motor vehicle owned by **you** or a **relative** for which the security required by the financial responsibility laws of the issue **state** is not in effect. This includes a **trailer** of any type used with that vehicle.
- if that person or the legal representative of that person settles the **bodily injury** claim without **our** written consent;
- when **your insured car** is being used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.

This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation law, disability benefits law or any similar law.

### **LIMITS OF LIABILITY – PART C ONLY**

The limits of liability shown in the **Declarations** for this coverage apply, subject to the following:

- In no event shall the limit of liability for Uninsured Motorists Coverage for two or more vehicles be added together, combined or stacked to determine the limit of insurance coverage available to an injured person for any one accident.
- The limit of **bodily injury** liability for each person is the maximum **we** will pay as damages for **bodily injury**, including damages for care and loss of services, to any one person in any one accident.
- Subject to the limit for each person, the **bodily injury** liability limit for each accident is the maximum **we** will pay as damages for **bodily**

**injury**, including damages for care and loss of services to two or more persons in any one accident.

**We** will pay no more than these maximums regardless of the number of vehicles or premiums shown in the **Declarations**, insureds, claims, claimants, policies or vehicles involved in the accident.

Amounts payable under this Coverage will be reduced by:

- a payment made by the owner or operator of the uninsured motor vehicle or organization which may be legally liable;
- payments under Part A-Liability or Part B-Medical Payments/Personal Injury Protection of this policy;
- payments under any Underinsured Motorists Coverage provided by this policy; and
- a payment made or amount payable because of **bodily injury** under any disability law or similar law except a workers' compensation law.

#### **OTHER INSURANCE – PART C ONLY**

If there is other applicable similar insurance **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. If this policy and any other policy providing similar insurance apply to the same accident, the maximum limit of liability under all policies shall be the highest applicable limit of liability under any one policy. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible insurance.

#### **PART D**

##### **BODILY INJURY CAUSED BY UNDERINSURED MOTORIST**

##### **INSURING AGREEMENT – PART D**

**We** will pay those damages which an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury** sustained by an **insured person**. The **bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an **underinsured motor vehicle**. **We** will not pay any punitive or exemplary damages.

##### **ADDITIONAL DEFINITIONS PART D ONLY**

**Insured persons** are:

- **you** and any **relative**.
- any other person while **occupying your insured car** with **your** permission.
- any other person who is legally entitled to recover damages because of **bodily injury** to **you**, a **relative**, or an occupant of **your insured car** with **your** permission.

An **insured car** is:

- a **car** described on the **Declarations** page to which the **bodily injury** liability coverage of this policy applies.
- a **newly acquired car** (as defined).
- a **car** not owned by **you** or a **relative** if being temporarily used while **your insured car** is being serviced or repaired, or if **your insured car** is stolen or destroyed. The **car** must be used with the owner's permission. The **car** cannot be furnished or available for the regular use by **you** or any **relative**.
- a **car** not owned by **you** or a **relative**, if being operated by **you** with the owner's permission. The **car** cannot be furnished or available for the regular use by **you** or any **relative**.

An **insured car** is not a **car** made available for public hire by an **insured person**.

An **underinsured motor vehicle** is a motor vehicle which has **bodily injury** liability protection in effect and applicable at the time of the accident in an amount equal to or greater than the minimum limits specified by the financial responsibility law of the **state** where issued, but in an amount less than the damages the **insured person** is legally entitled to recover.

An **underinsured motor vehicle** is not:

- a **car** which is insured under Part A – Liability of this policy.
- a motor vehicle or **trailer** operated on rails or crawler-treads.
- a farm-type tractor or equipment designed for use principally off public roads, except while actually on public roads.
- an uninsured motor vehicle as defined under Coverage C- Uninsured Motorists Coverage of this policy.

#### **EXCLUSIONS – PART D ONLY**

The Company will not pay any damages an **insured person** is legally entitled to recover because of:

- **bodily injury** to any person who makes a settlement without **our** written consent.
- **bodily injury** sustained while **occupying**, or when struck by an **underinsured motor vehicle** which is owned by **you** or a **relative**.
- **bodily injury** if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer, including a self-insurer.
- **bodily injury** while **occupying** a motor vehicle **you** own which is insured for this coverage under another policy.

- **bodily injury** sustained while **occupying**, or while operating a motor vehicle which is not an **insured car** but is owned by, furnished or available for the regular use by **you** or a **relative**.
- any punitive or exemplary damages, regardless of any other provision.

#### **LIMITS OF LIABILITY – PART D ONLY**

The coverage limit shown on the **Declarations** page for:

- **each person** is the maximum that **we** will pay for damages arising out of **bodily injury** to one person in any one motor vehicle accident, including all damages sustained by anyone else as a result of that **bodily injury**.
- **each accident** is the maximum that **we** will pay for damages arising out of **bodily injury** to two or more persons in any one motor vehicle accident. This limit is subject to the limit for **each person**.

These limits are the maximum the Company will pay for any one motor vehicle accident regardless of the number of:

- a. claims made;
- b. vehicles or persons shown on the **Declarations** page; or
- c. vehicles involved in the accident.

The Bodily injury Caused By Underinsured Motorist Coverage limits apply to each **insured car** as shown on the **Declarations** page. This means the insuring of more than one person or **car** under this or other **car** policies will not increase **our** underinsured motorist limit of liability beyond the amount shown for any one **car**. Coverage on any **insured car** on this policy may not be stacked or added upon the coverage of any other **car** on this policy even though a separate premium is charged for each **car**.

**We** are not obligated to make any payment for **bodily injury** under this coverage which arises out of an accident involving the use of an **underinsured motor vehicle** until after the limit of liability for all liability protection in effect and applicable at the time of the accident have been exhausted by payment of judgments or settlements.

#### **ADDITIONAL PROVISIONS – PART D ONLY**

##### **Non-Duplication of Benefits**

No person will recover duplicate payments for the same elements of loss.

This means that damages, but not coverage limits, will be reduced by:

- a. all amounts paid by or on behalf of the owner or operator of an uninsured or **underinsured motor vehicle**, or anyone else responsible. This includes all sums paid under the **bodily injury** liability coverage of this or any other **car** policy.
- b. all sums paid under any workers' compensation law, disability benefits law, or similar law, automobile medical payments insurance, or any similar personal injury protection coverage.

### **Proof of Claim; Medical Reports**

As soon as possible, any person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable. **We** may also require any person making claims to submit to questioning under oath and sign the transcript.

The **insured person** may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and copies of records. **We** will not pay for any condition that existed before the date of the accident.

### **Assistance and Cooperation**

**We** may require the **insured person** to take proper action to preserve all rights to recover damages from anyone responsible.

### **If There Is Other Insurance**

If the **insured person** was **occupying** a vehicle which is insured for this coverage under another policy, coverage under this policy will be excess. This means that when the **insured person** is legally entitled to recover damages in excess of the other policy limit, **we** will only pay the amount by which the limit of liability of this policy exceeds the limit of liability of that policy. If more than one policy applies to the accident on a primary basis, the total benefits payable will not exceed the maximum benefits payable by the policy with the highest limit for uninsured or underinsured motorist coverage. **We** will bear **our** proportionate share with other uninsured and underinsured motorist benefits. This applies no matter how many **cars** or **car** policies may be involved, whether written by **us** or another company.

### **Trust Agreement**

When **we** pay any person under this coverage:

- **we** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer;
- all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit;
- **insured persons**, if **we** ask, must take proper action in their name to recover damages from any responsible party or insurer. **We** will select the attorney. **We** will pay all related costs and fees.

### **Payment Of Loss By The Company**

Any amount due is payable to the **insured person**, to the parent or guardian of an insured minor, or to the spouse of any **insured person** who dies. However, **we** may pay any person lawfully entitled to recover damages.

**PART E  
PROPERTY DAMAGE CAUSED BY UNINSURED MOTORISTS  
INSURING AGREEMENT – PART E**

**We** will pay those damages that an **insured person** is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of **property damage**. The **property damage** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured **car**. **We** will not pay any punitive or exemplary damages.

**Property damage** is covered only if:

- a separate limit is shown on the **Declarations** page for Property Damage Caused By Uninsured Motorists;
- the accident causing the **property damage** involves actual physical contact between the **insured car** and an uninsured motor vehicle;
- the owner, operator, or license plate number of the uninsured motor vehicle is identified; and
- **you** or someone on **your** behalf reports the accident within 10 days to **us**.

The **insured person** or other person making claim for **property damage** must allow **us** to inspect any damaged property before repairs are made.

**ADDITIONAL DEFINITIONS – PART E ONLY**

**Insured Persons:**

- **you** and any resident **relative**.
- any other person who is legally entitled to recover damages because of **property damage**.

An **insured car** is:

- a **car** described on the **Declarations** page to which the **bodily injury** and **property damage** liability coverage of this policy applies.
- a **newly acquired car** (as defined).

An **insured car** is not a **car** made available for public hire by an **insured person**.

An **uninsured motor vehicle** is:

- a motor vehicle which is not covered under a liability policy at the time of the accident.
- a motor vehicle covered by a bond or insurance policy which doesn't provide at least the minimum financial security requirements of the **state** in which **your insured car** is principally garaged.

- a motor vehicle for which the insurer denies coverage, or the insurer becomes insolvent.
- a hit-and-run motor vehicle which causes **property damage** to the **insured car** as a result of physical contact between the vehicles. **We** shall have the right to inspect the **insured car** or any motor vehicle the **insured person** was **occupying** at the time of the accident.

**An uninsured motor vehicle is not:**

- a **car** which is insured under Part A – Liability of this policy.
- a motor vehicle that is lawfully self-insured.
- a motor vehicle owned by any **state**, federal or local government or agency.
- a motor vehicle or **trailer** operated on rails or crawler-treads.

**EXCLUSIONS – PART E ONLY**

**We** will not pay any damages an **insured person** is legally entitled to recover because of:

- **property damage** to any **insured car** when an **insured person** makes a settlement without **our** written consent.
- **property damage** to any **car you** own which is not insured for Property Damage Caused By Uninsured Motorists under this policy.
- **property damage** while in, on, getting into or out of a motor vehicle **you** own which is insured for this coverage under another policy.
- **property damage** if the payment would directly or indirectly benefit any insurer of property.
- any punitive or exemplary damages, regardless of any other provision of this policy.

**LIMITS OF LIABILITY – PART E ONLY**

**Our** limit of liability for **Property damage** Caused By Uninsured Motorists is the smallest of:

- the actual cash value of the **insured car**;
- the amount necessary to repair or replace the **insured car**; or
- the limit of liability shown on the **Declarations** page for the **insured car**.

Damages payable will be reduced by a \$250 deductible.

**We** are not obligated to make any payment for **property damage** under this coverage which arises out of an accident involving an uninsured motor vehicle until after the limits of liability for all liability protection in effect and applicable at the time of the accident have been exhausted by payment of judgment or settlements.

**PART F  
CAR DAMAGE**

**INSURING AGREEMENT – PART F ONLY**

**We** will pay for direct and accidental loss to **your insured car**, including its factory installed equipment, minus any applicable deductible shown in the **Declarations**. **We** will pay for physical damage to **your insured car** caused by Collision or Other than Collision loss only if the **Declarations** indicate that these coverages are provided for that **car**.

**LOSS SETTLEMENT – PART F ONLY**

**We** may pay the loss in money, or repair, or replace damaged or stolen property. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense, any stolen property either to **you** or to the address shown in the **Declarations**, with payment for any resulting damage. **We** may keep all or part of the property at the agreed or appraised value. **You** do not have the right to abandon salvage to **us**.

**ADDITIONAL DEFINITIONS – PART F ONLY**

As used in this Part:

**Collision** means impact of **your insured car** with another object or upset of **your insured car**.

**Other than Collision** means loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass. If breakage of glass results from collision, **you** may elect to have it treated as loss caused by collision.

**Loss** means direct and accidental loss of or damage to **your insured car** including its equipment which is permanently installed at the factory by the original make and model manufacturer and considered standard equipment for such vehicle, unless additional equipment is declared and an additional premium is paid. Equipment or alterations installed by a conversion facility to a **car** or camper are not considered standard equipment.

**ADDITIONAL PAYMENTS – PART F ONLY**

**We** will pay for transportation costs if **your insured car** covered by this Part is stolen. Transportation costs shall not exceed \$10 per day. The payment period begins 48 hours after **you** tell **us** of the theft and notify the police. The period ends when:

- **we** offer to pay for the loss; or
- **your insured car** is returned to use; or
- **we** have paid \$300.

## EXCLUSIONS – PART F ONLY

We do not cover loss:

- to **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
- caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reactions, radiation or radioactive contamination, or any consequence of any of these;
- to any of the following equipment unless declared and an additional premium is paid:
  - a. sound reproduction equipment not permanently installed in **your insured car** by the vehicle manufacturer or their authorized representative;
  - b. awnings, cabanas, campers, custom enclosures, or any other equipment designed to provide additional living facilities;
  - c. any other equipment not permanently installed at the factory by the original make and model manufacturer and considered standard equipment for such vehicle. Equipment or alterations installed at a conversion facility to a **car** or camper is not considered standard equipment installed by the manufacturer.
  - d. non-standard wheels;
  - e. custom wide-tread tires and racing slicks;
  - f. custom chroming, two-tone or custom paint work or custom interior work;
  - g. captains or swivel chairs, refrigerator or tables;
  - h. sun roof, moon roof, T-bar roof, landau roof. Coverage does apply for such equipment when permanently installed by the original make and model manufacturer or their authorized representative;
  - i. equipment designed or used for the detection or location of radar or laser; or
  - j. bubble dome, bubble window or any deluxe roof treatment.
- to tapes, discs, records, or similar items used with sound equipment;
- to sound receiving or transmitting equipment designed for use as citizen band radios, two-way mobile radios, televisions, telephones, scanning monitor receivers, or their accessories or antennas. Coverage does apply for such equipment when permanently installed by the manufacturer or their authorized representative in the dash or opening provided by the manufacturer for installation of such equipment.
- resulting from:
  - a. prior loss or damage;
  - b. manufacturers defects;
  - c. wear and tear;
  - d. freezing;
  - e. mechanical or electrical breakdown or failure;
  - f. road damage to tires; or
  - g. the increased cost of repair caused by **your** delay in repairing **your insured car** after we have made or offered payment.

- to **your insured car** which occurs while rented or leased to others;
- due to conversion by any person in possession of **your insured car**;
- resulting from the operation or use of a **car** in any racing event, speed contest, exhibition or in practice or preparation for any such contest;
- to **your insured car** arising out of or during its use for the transportation of any:
  - a. explosive substance;
  - b. flammable liquid; or
  - c. similar hazardous materials;
 except transportation incidental to **your** ordinary household or farm activities.
- to a **car** or **utility trailer** not owned by **you** being temporarily used as a substitute for **your insured car** which has been withdrawn from normal use due to breakdown, repair, servicing, loss or destruction;
- resulting from the ownership, operation, maintenance or use of any vehicle, including **your insured car**, in any **business** including an **auto business**;
- to clothes, tools or any personal effects;
- to **your insured car** due to destruction or confiscation by governmental authorities.
- to **your insured car** caused by or resulting from:
  - a. someone causing **you** to voluntarily part with **your insured car** by trick or scheme or under false pretenses;
  - b. **your** acquiring a **car** from the seller without legal title available to **you**;
- if **your** conduct contributed to the loss under either of the following circumstances:
  - a. by intentionally causing the loss, or
  - b. while committing a felony.

#### **LIMITS OF LIABILITY – PART F ONLY**

**Our** limit of liability for loss will be the lesser of:

- the actual cash value of the stolen or damaged property; or
- the amount necessary to repair or replace the property with other property of like kind and quality with deduction for depreciation.

The most **we** will pay for loss to any nonowned **car** which is a **trailer** is \$500.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.

**We** may pay for loss in money or repair or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to;

- **you**; or
- the address shown in this policy.

If **we** return stolen property, **we** will pay for any damage resulting from the theft. **We** may keep all or part of the property at an agreed or appraised value.

If **we** pay for loss in money, **our** payment will include the applicable sales tax for the damaged or stolen property.

#### **NO BENEFIT TO BAILEE – PART F ONLY**

This insurance shall not in any way benefit any person or group caring for or handling property for a charge.

#### **OTHER INSURANCE – PART F ONLY**

If other insurance also covers the loss **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Insurance afforded under this Part for a vehicle **you** do not own is excess over any other applicable similar insurance.

#### **LOSS PAYABLE CLAUSE – PART F ONLY**

Loss or damage under this policy shall be paid, as interest may appear, to **you** and the loss payee shown in the **Declarations**. **We** shall not be responsible to the loss payee, however, for any loss which would not be payable to **you** or any other **insured**. **You** shall be responsible to the loss payee if **you** have already accepted payment of the loss from a liable third party. **We** reserve the right to cancel the policy as permitted by the policy terms and the cancellation shall terminate this agreement as to the loss payee's interest.

When **we** pay the loss payee **we** shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Where **we** show a deductible in excess of \$250 for Other Than Collision and/or Collision the lienholder has a \$250 deductible for Other Than Collision and/or Collision in the event of repossession.

#### **PART G**

##### **TOWING AND LABOR**

##### **INSURING AGREEMENT– PART G ONLY**

**We** will pay incurred towing and labor costs performed at the place of disablement each time **your insured car** is disabled only if the

**Declarations** indicate that this coverage is provided for that **car**. Disablement must be due to mechanical failure.

#### **LIMITS OF LIABILITY – PART G ONLY**

Our limit of liability for loss will be the lesser of the:

- actual charge for towing and labor; or
- the amount shown in the **Declarations** as applicable to the disabled **car**.

#### **EXCLUSIONS – PART G ONLY**

We do not cover towing and labor costs:

- due to accident;
- if **your insured car** is not disabled; or
- if **your insured car** is located at **your** residence.

#### **PART H – GENERAL PROVISIONS**

Unless stated otherwise the General Provisions apply to all coverages described in the policy.

No coverage is provided under any part of this policy for punitive or exemplary damages.

#### **POLICY PERIOD – TERRITORY**

This policy shall become effective on the date and time shown on the **Declarations** page and shall expire at 12:01 a.m. at **your** address shown on the **Declarations** page.

This policy applies only to accidents and losses which occur during the policy period shown in the **Declarations** and while **your insured car** is within the United States of America, its territories or possessions, Puerto Rico, Canada, or between their ports.

#### **PREMIUM CHANGES**

The premium for this policy is based on information **we** have received from **you** or other sources. **You** agree:

- that if any of this information material to the development of the policy premium is incorrect, incomplete or changed, **we** may adjust the premium accordingly during the policy period.
- to cooperate with **us** in determining if this information is correct and complete, and to advise **us** of changes in this information.

Any adjustment of **your** premium will be made using the rules in effect at the time of the change.

Premium adjustment may be made as the result of a change in:

- vehicles insured by the policy including changes in use;
- drivers, driver's age or driver's marital status;
- coverage or coverage limits;
- rating territory;
- eligibility for discounts or other premium credits; or
- any other rating criteria permitted by law.

### **COVERAGE CHANGES**

**We** may revise **your** policy coverages to provide more protection without additional premium charge. If **we** do this and **you** have the coverage which is changed, **your** policy will automatically provide the additional coverage as of the date the revision is effective in **your state**. Otherwise, this policy contains all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

### **TWO OR MORE CARS INSURED**

With respect to an accident to which this and any other **car** policy **we** issue to **you** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

### **SUIT**

If an **insured person** sues a person or entity believed responsible for the accident without **our** written consent, **we** are not bound by any resulting judgment.

### **SUIT AGAINST US**

**We** may not be sued unless there is full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an **insured** to pay is finally determined either by judgment against that person after actual trial or by written agreement of that person, the claimant and **us**. No one shall have any right to make **us** a party to a suit to determine the liability of an **insured**. **We** may not be sued after three years from the date of loss.

### **OUR RECOVERY RIGHTS**

In the event of a payment under this policy, **we** are entitled to all the rights of recovery that the person or organization to whom payment was made has against another. That person or organization must sign and deliver to **us**, any legal papers relating to the recovery or do whatever else is necessary to help **us** exercise those rights and do nothing after loss to harm **our** rights.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

Interest in this policy may not be assigned without **our** written consent. However, if **you** die, coverage will be provided until the end of the policy period for:

- any adult survivor;
- the legal representative of the deceased person while acting within the scope of duties of a legal representative; and
- any adult person having proper custody of **your insured car** until a legal representative is appointed.

In the event of a sale of **your insured car**, coverage terminates as soon as the buyer takes possession of the **car** and will not transfer to the new owner.

### **BANKRUPTCY**

**We** are not relieved of any obligation under this policy because of **your** bankruptcy or insolvency.

### **CANCELLATION OR NONRENEWAL OF THIS POLICY**

**You** may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

**We** may cancel by mailing notice of cancellation to **your** address shown in the **Declarations** or by delivering the notice:

- at least 10 days prior to the effective date of cancellation for nonpayment of premium; or
- at least 20 days (Idaho) prior to the effective date of cancellation.
- at least 30 days (Utah) prior to the effective date of cancellation.

**We** may cancel only for:

- nonpayment of premium;
- material misrepresentation;
- substantial breaches of contractual duties, conditions, or warranties;
- the revocation or suspension of **your** driver's license or any other person who customarily drives **your insured car**; or
- a substantial change in the risk assumed, unless **we** should reasonably have foreseen the change or contemplated the risk when entering into the contract.

If **we** cancelled **your** policy because **you** didn't pay the renewal premium when required and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown in the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is

void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

### **Nonrenewal**

If **we** decide not to renew or continue this policy, **we** will mail to **your** address shown in the **Declarations** or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period. If the policy period is less than 6 months, **we** will have the right not to renew or continue the policy only at each 6-month anniversary of the original effective date.

### **Renewal/Automatic Termination**

In the event **we** make an offer to renew **your** policy, **your** failure to pay the required continuation or renewal premium means that **you** have declined **our** offer. **We** will send such notice not more than 45 nor less than 14 days prior to the due date of the renewal premium. (Utah)

If other insurance is obtained on **your insured car**, similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance. We will refund any premium collected during the renewal policy period.

If different requirements for cancellation and nonrenewal or termination of policies are applicable because of the laws of **your state** **we** will comply with those requirements.

### **Proof of mailing a notice is proof of notice**

Upon cancellation, **you** may be entitled to a premium refund; if so, the premium refund will be sent to **you**, but the making or offer of a refund is not a condition of cancellation. If **you** cancel, the refund will be computed in accordance with the customary short rate table and procedure. If **we** cancel, the refund will be computed on a pro rata basis. The effective date of cancellation stated in a notice is the end of the policy period.

### **OTHER TERMINATION PROVISIONS**

**We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to **our** manuals. However, making or offering to make the refund is not a condition of cancellation.

The effective date of cancellation stated in the notice shall become the end of the policy period.

### **LACK OF COOPERATION**

**We** have no duty to provide coverage under this policy unless a person seeking coverage cooperates with **us** in the investigation, settlement or

defense of any claim or suit. If an **insured** fails to cooperate with **us**, then **we** are subrogated to the injured person's claim against the **insured** to the extent of the payment made.

### **REPRESENTATIONS**

Any written statement, or representation, or affirmative warranty by **you** or on **your** behalf and made a part of this policy or on a written application signed by **you** will affect **our** obligations under this policy if:

- **we** rely on it and it is either material or is made with intent to deceive; or if
- the fact misrepresented or falsely warranted contributes to the loss.

In addition, any failure of a condition prior to the loss or breach of a promissory warranty will effect **our** obligations under this policy if the failure or breach exists at the time of loss and either:

- increases the risk at the time of loss; or
- contributes to the loss.

### **FRAUD**

**We** do not provide coverage for any **insured** who has made fraudulent statements or engaged in fraudulent conduct in connection with the application for insurance, any policy change requests, or any accident or loss for which coverage is sought under this policy.

### **NOTICE AND PROOF OF LOSS**

Notice of loss must be given to **us** within five (5) days of the loss. Notice given by or on behalf of the **insured** to any of **our** authorized agents within the **state** is considered notice to **us**.

Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the **insured**, if the **insured** shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

### **PAYMENT OF CLAIMS**

**We** will pay the benefits provided by this policy within 30 days of the later of: 1) receipt of properly executed proof of loss; and 2) the date the claim has been adjusted.

### **SUBROGATION**

In the event of any payment under this coverage, **we** are subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent as such payments, and such person must execute and deliver instruments and papers, and to whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

## **TERMS OF POLICY CONFORMED TO STATUTE**

Terms of this policy which are in conflict with the statutes of the **state** wherein this policy is issued are hereby amended to conform to such statutes.

## **ARBITRATION**

If the **insured person** and **we** do not agree on that person's right to receive any damages or the amount, then upon mutual consent, the disagreement will be settled by arbitration. Arbitration will take place under the rules of the American Arbitration Association.

If either party objects to the use of the rules of the American Arbitration Association, the following alternative method of arbitration will be used. The **insured person** will select one arbitrator. **We** will select another. The two arbitrators will select a third. If they can't agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. The **insured person** will pay the arbitrator that person selects. **We** will pay the one **we** select. The expense of the third arbitrator will be shared equally. However, attorney fees and fees paid to medical and other expert witnesses, are not to be considered arbitration expenses. These costs are paid by the party incurring them.

Regardless of the method of arbitration, any arbitration award will be binding and may be entered as judgment in a proper court.

## **PART I**

### **YOUR DUTIES IN CASE OF A CAR ACCIDENT OR LOSS**

**We** have no duty to provide coverage under this policy unless there has been full compliance with the following duties.

**You** must:

- notify **us** promptly. The notice must give the time, place and circumstances of the accident or loss, and the names and addresses of injured persons and witnesses. Notice to **our** authorized representative is considered notice to **us**.
- cooperate with **us** and help **us** in any matter about a claim or suit. No obligations shall be assumed, cost incurred or voluntary payments made by an **insured** except at the **insured's** own cost.
- send **us** promptly any legal papers received relating to a claim or suit;
- submit to physical exams at **our** cost by doctors **we** choose as often as **we** may reasonably require;
- authorize **us** to obtain medical and other records;
- provide any written proof of loss **we** require;
- submit to statements under oath and subscribe the same as **we** may reasonably require.

## **NOTICE OF ACCIDENT OR LOSS AND OTHER DUTIES**

A person claiming Uninsured Motorists Coverage must contact the police as soon as practicable after the accident if a hit-and-run driver is involved.

In addition, a person or group claiming Car Damage Coverage must:

- take reasonable steps after loss to protect **your insured car** and its equipment from further loss. **We** will pay reasonable costs incurred in providing that protection.
- promptly report the theft of **your insured car** to the police.
- allow **us** to inspect and appraise the damage to **your insured car** before its repair or disposal.

As part of **our** underwriting procedure an investigative consumer report may be made which will provide applicable information concerning character, general reputation, personal characteristics, and mode of living. The information for the investigative consumer report will be obtained through personal interviews with friends, neighbors and associates. Upon written request, a complete and accurate disclosure of the nature and scope of the investigative consumer report, if one is made, will be provided.