



# ALFA SPECIALTY INSURANCE CORPORATION

2108 East South Boulevard • Montgomery, AL 36116

(NAIC # 11004)

## PRIVATE PASSENGER AUTO POLICY

### ARKANSAS

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Your Quick Reference Guide

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## Agreement

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

## Definitions

- A. Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
  2. The spouse if a resident of the same household.
- B. "We," "us" and "our" refer to the Company providing this insurance.
- C. For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased or rented:
1. Under a written agreement to that person; and
  2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D. "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E. "Business" includes trade, profession, or occupation.
- F. "Family member" means a person related to you by blood, marriage, or adoption who is a resident of your household. This includes a ward or foster child.
- G. "Occupying" means in, upon, getting in, on, out or off.
- H. "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I. "Trailer" means a vehicle designed to be pulled by a:
1. Private passenger auto; or
  2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

- J. "Your covered auto" means:
1. Any vehicle shown in the Declarations.
  2. Any of the following types of vehicles on the date you become the owner:
    - a. a private passenger auto; or
    - b. a pickup or van that:
      - (1) has a Gross Vehicle Weight of less than 10,000 lbs.; and
      - (2) is not used for the delivery or transportation of goods and materials unless such use is:
        - (a) incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
        - (b) for farming or ranching.

This provision (J.2.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 

a. breakdown;	d. loss; or
b. repair;	e. destruction
c. servicing;	

This provision (J.4.) does not apply to Coverage for Damage to Your

Auto.

5. With respect to Coverage for Damage to Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.
6. Any auto rented or leased from a rental company when operated by "you."
  - a. Rental company means any person or entity in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.

## Part A: Liability Coverage

### Insuring Agreement

- A. We will pay damages, other than punitive or exemplary, for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

If a duly licensed automobile dealer or rental company provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

- B. "Insured" as used in this Part means:
1. You or any "family member" for the ownership, maintenance, or use of any auto or "trailer".
  2. Any person using "your covered auto".
  3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
  4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

### Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
2. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
3. Other reasonable expenses incurred at our request.

### Exclusions

- A. We do not provide Liability Coverage for any "insured":
1. Who intentionally causes "bodily injury" or "property damage".
  2. For "property damage" to property owned or being transported by that "insured".
  3. For "property damage" to property:
    - a. rented to;
    - b. used by; or
    - c. in the care of that "insured". This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.
  4. For "bodily injury" to an employee of that "insured" occurring during the course of employment. This exclusion (A.4.) does not apply to

"bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to:
    - a. that "insured's" liability for "bodily injury" sustained by a passenger who is not charged a fee; or
    - b. a share-the-expense car pool.
  6. While employed or otherwise engaged in the "business" of:
    - a. selling;
    - b. repairing;
    - c. servicing;
    - d. storing; or
    - e. parking

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance, or use of "your covered auto" by:

    - a. you;
    - b. any "family member"; or
    - c. any partner, agent, or employee of you or any "family member".
  7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of a:
    - a. private passenger auto;
    - b. pickup or van that:
      - (1) you own; or
      - (2) you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
        - (a) breakdown;
        - (b) repair;
        - (c) servicing;
        - (d) loss; or
        - (e) destruction; or
    - c. "trailer" used with a vehicle described in a. or b. above.
  8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
  9. For "bodily injury" or "property damage" for which that "insured":
    - a. is an insured under a nuclear energy liability policy; or
    - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

    - a. American Nuclear Insurers;
    - b. Mutual Atomic Energy Liability Underwriters; or
    - c. Nuclear Insurance Association of Canada.
  10. For "bodily injury" to you or any "family member" of an "insured."
- B.** We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
    - a. has more or less than four wheels; or
    - b. is designed mainly for use off public roads.

This exclusion (B.1.) does not apply to any "trailer."
  2. Any vehicle, other than "your covered auto", which is:
    - a. owned by you; or
    - b. furnished or available for your regular use.
  3. Any vehicle, other than "your covered auto", which is:
    - a. owned by any "family member"; or
    - b. furnished or available for the regular use of any "family member".
  4. Any vehicle, located inside a facility designed for racing, for the purpose of:
    - a. competing in; or

b. practicing or preparing for;

any prearranged or organized racing or speed contest.

5. Any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (B.5.) does not apply to shared expense car pools.
- C.** We do not provide Liability Coverage for any "insured" for:
1. Any liability assumed by an "insured" under any contract or bailment.
  2. "Bodily injury" or "property damage" due to nuclear reaction, radiation, or contamination.
  3. Any obligation for which the United States Government is liable under the Federal Tort Claims Act.
  4. "Bodily injury" or "property damage" caused by the dumping, discharge, or escape of any irritants, pollutants or contaminants other than the fluids necessary for the operation of "your covered auto".
  5. "Bodily injury" or "property damage" caused by explosives, other than the fluids necessary for the operation of "your covered auto".
  6. Punitive or exemplary damages which are imposed to:
    - a. punish a wrongdoer; and
    - b. deter others from similar conduct.
  7. "Bodily injury" or "property damage" caused by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

#### Limit of Liability

- A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B, Part C, Part G or Part H of this policy.

#### Out of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A.** If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

- B.** No one will be entitled to duplicate payments for the same elements of loss.

#### Financial Responsibility

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. You must reimburse us if we make a payment that we would not have made if this policy were not certified as proof of financial responsibility.

**Other Insurance**

1. If there is other applicable liability 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.
2. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - b. to demonstrate the vehicle;
 then we will provide primary insurance.

**Additional Interest**

Liability coverage shall also apply to each additional interest named in the Declarations with respect to the "your covered auto" identified with that interest.

Coverage afforded to an additional interest is excess over any other valid and collectible insurance.

The designation of an additional interest shall not operate to increase our limits of liability and provides the additional interest with no greater rights than those of the "insured".

**Part B: Medical Payments Coverage****Insuring Agreement**

A. We will pay the usual and customary charge for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 2 years from the date of the accident.

If a duly licensed automobile dealer or rental company provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this Part means:

1. You or any "family member":
  - a. While "occupying"; or
  - b. As a pedestrian when struck by:
    - a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

**Exclusions**

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having more or less than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to:
  - a. "Bodily injury" sustained by a passenger who is not charged a fee; or
  - b. A share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. owned by you; or

- b. furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. owned by any "family member"; or
  - b. furnished or available for the regular use of any "family member".
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying":
  - a. a private passenger auto;
  - b. a pickup or van that you own; or
  - c. a "trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
  - a. discharge of a nuclear weapon (even if accidental);
  - b. war (declared or undeclared);
  - c. civil war;
  - d. insurrection; or
  - e. rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. nuclear reaction;
  - b. radiation; or
  - c. radioactive contamination.
11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
  - a. competing in; or
  - b. practicing or preparing for any prearranged or organized racing or speed contest.
12. Sustained while "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (12.) does not apply to shared expense car pools.
13. For which the United States Government is liable under the Federal Tort Claims Act.
14. Resulting from the intentional or criminal acts of an insured.
15. Caused by explosives, other than the fluids necessary for the operation of "your covered auto".
16. Sustained while "occupying" "your covered auto" without the express or implied permission of you or a "family member".
17. Sustained by you or a "family member" while "occupying" a non-owned vehicle without the express or implied permission of the owner.
18. Sustained while "occupying" "your covered auto" when operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

**Limit of Liability**

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A, Part C, Part G, or Part H of this policy.
- C. No payment will be made unless the injured person or that person's legal

representative agrees in writing that any payment shall be applied toward any settlement or judgement that person receives under Part A, Part C, Part G or Part H of this policy.

### Other Insurance

If there is other applicable auto medical payments 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. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
- b. to demonstrate the vehicle;

Then we will provide primary insurance.

## Part C: Uninsured Motorists Coverage

### Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" where such coverage is indicated as applicable in the Declarations because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident arising out of actual physical contact with "your covered auto".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

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

If a duly licensed automobile dealer or rental company provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Property damage" as used in this endorsement means injury to, destruction of, or loss of use of "your covered auto". However, "property damage" does not include:

1. Damage to personal property contained in "your covered auto".

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. you or any "family member";
  - b. a vehicle which you or any "family member" are "occupying"; or
  - c. "your covered auto".
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. denies coverage; or
  - b. is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

### Exclusions

A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
3. While "your covered auto" is operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

B. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
2. When "your covered auto" is being used as a public or livery conveyance. This exclusion (B.2.) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
4. For the first \$200 of the amount of "property damage" to each of "your covered autos" as the result of any one accident. This exclusion (B.4.) does not apply if:
  - a. we insure "your covered auto" for both Collision and Property Damage Uninsured Motorists Coverage; and
  - b. the operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
5. While "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other product. This exclusion (A.5.) does not apply to share-the-expense car pools.
6. While "occupying" any motorized vehicle having more or less than four wheels.
7. While "occupying" a vehicle located for use as a residence or premises.
8. While "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying":
  - a. a private passenger auto;
  - b. a pickup or van that you own; or
  - c. a "trailer" used with a vehicle described in a. or b. above.
9. While "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
  - a. competing in; or
  - b. practicing or preparing for; any prearranged or organized racing or speed contest.
10. Which is caused by the spouse or a "family member" of the injured "insured".

C. This coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following or similar law:
    - a. workers' compensation law; or
    - b. disability benefits law.
  2. Any insurer of property.
- D. No payment will be made for loss paid or payable to the "insured" under Part D of this policy
- E. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

#### Limit of Liability

A. With respect to the Uninsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an "uninsured motor vehicle":

1. The limit of Bodily Injury Liability shown for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.
2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
3. The limit of Property Damage Liability for all damages resulting from any one accident will be the lesser of:
  - a. the limit of liability shown in the Declarations; or
  - b. the actual cash value of "your covered auto".

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

The limits of liability applicable to Uninsured Motorists Coverage are the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B, Part D, Underinsured Motorists Coverage or Personal Injury Protection Coverage of this policy.
- C. We will not pay for any element of loss if an "insured" is entitled to receive payment for the same element of loss under any of the following or similar laws:
1. workers' compensation law; or
  2. disability benefits law
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

#### Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
  - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess

basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

4. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - b. to demonstrate the vehicle;
 then we will provide primary insurance.

#### Arbitration

A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle" then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Any decision of the arbitrators will not be binding on either party.

C. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

D. 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.

### Part D: Coverage for Damage to Your Auto

#### Insuring Agreement

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto," we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

If a duly licensed automotive dealer or rental company provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object. Loss caused by the following is considered other than "collision":

- |                                 |                                     |
|---------------------------------|-------------------------------------|
| 1. Missiles or falling objects; | 6. Hail, water, or flood;           |
| 2. Fire;                        | 7. Malicious mischief or vandalism; |
| 3. Theft or larceny;            | 8. Riot or civil commotion;         |
| 4. Explosion or earthquake;     | 9. Contact with bird or animal; or  |
| 5. Windstorm;                   | 10. Breakage of glass.              |

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any

"family member"; or

2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

However, non-owned auto does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

### Rental Reimbursement

We will pay, without application of a deductible, up to the limit shown in the Declarations as applicable to that vehicle, for:

1. Temporary transportation expenses incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
  - a. other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  - b. "collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for loss of use expenses if the loss is caused by:
  - a. other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
  - b. "collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

If the loss is caused by a total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

If the loss is caused by other than theft of a "your covered auto" or a "non-owned auto," we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

### Towing and Labor

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.

### Exclusions

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. wear and tear;
  - b. freezing;
  - c. mechanical or electrical breakdown or failure;
  - d. prior loss or damage;
  - e. manufacturer's defects; or
  - f. road damage to tires;
  - g. improper repair.

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
  - a. radioactive contamination;

- b. discharge of any nuclear weapon (even if accidental);
- c. war (declared or undeclared);
- d. civil war;
- e. insurrection; or
- f. rebellion or revolution.

4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment, including, but not limited to:
  - a. radios, stereos, receivers, amplifiers;
  - b. tape decks;
  - c. compact disc players; or.
  - d. speakers

This exclusion (4.) does not apply to \_\_\_\_\_ equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

- a. the equipment is permanently installed in "your covered auto" or any "non-owned auto" in the opening of the dash or console normally used by the manufacturer for the installation of a radio; or
- b. the equipment is:
  - (1) removable from a housing unit which is permanently installed in the auto in the opening of the dash or console normally used by the manufacturer for the installation of a radio;
  - (2) designed to be solely operated by use of the power from the auto's electrical system; and
  - (3) in or upon "your covered auto" or any "non-owned auto" at the time of the loss.

However, unless separately listed as additional equipment with a separate premium paid, the most we will pay for any such equipment is \$500.

5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
  - a. citizens band radios;
  - b. telephones;
  - c. two-way mobile radios;
  - d. scanning monitor receivers;
  - e. television monitors;
  - f. video cassette recorders;
  - g. audio cassette recorders;
  - h. personal computers; or
  - i. fax machines.

This exclusion (5.) does not apply to any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems. However, unless separately listed as additional equipment with a separate premium paid, the most we will pay for any such equipment is \$500.

6. Loss to tapes, records, discs or other media used with equipment described in exclusions 4 and 5.
7. A total loss to "your covered auto" or any non-owned auto" due to destruction or confiscation by governmental or civil authorities.
8. Loss to:
  - a. a "trailer", camper body, or motor home which is not shown in the Declarations; or
  - b. facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include, but are not limited to:
    - (1) cooking, dining, plumbing or refrigeration facilities;
    - (2) awnings or cabanas; or
    - (3) any other facilities or equipment used with a "trailer", camper body or motor home.
  - c. equipment designed to create additional living facilities.
9. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member"

are entitled to do so.

10. Loss to equipment designed or used for the detection or location of radar or laser.
11. Loss to any custom furnishings or equipment in or upon any auto, pickup or van. Custom furnishings or equipment include, but are not limited to:
  - a. special carpeting and insulation;
  - b. running boards, special windows;
  - c. furniture or bars;
  - d. control panels or consoles;
  - e. wood trim;
  - f. drapes, blinds or shades;
  - g. television receivers;
  - h. facilities for cooking and sleeping;
  - i. height extending roofs;
  - j. custom murals, paintings, or other decals or graphics; or
  - k. caps or shells.
12. Loss to additional equipment. Additional equipment includes, but is not limited to:
  - a. non-factory installed wheels;
  - b. special wide-tread tires or slicks;
  - c. custom paint, striping, murals, decals, or graphics;
  - d. non-factory installed sun or moon roofs, T-bar roofs, height extending roofs or special windows;
  - e. customized engines;
  - f. modified suspension;
  - g. special lighting;
  - h. winches, plows, utility and/or tool boxes; or
  - i. any other custom changes which alter the use or appearance of "your covered auto" or a "non-owned auto".
  - j. the value in excess of \$500 for covered equipment designed solely for the reproduction of sound and accessories used with such equipment.

This exclusion (12.) does not apply to additional equipment specifically identified and declared on the application with a premium shown on the Declarations page.
13. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 

a. selling;	d. storing; or
b. repairing;	e. parking;
c. servicing;	

vehicles designed for use on public highways, this includes road testing and delivery.
14. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 13. This exclusion (14.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".
15. Loss to "your covered auto" or any "non-owned auto" while:
  - a. competing in; or
  - b. practicing or preparing for; or
  - c. located in a facility designed for the purpose of; any prearranged or organized racing, speed, stunt driving, or demolition contest.
16. Loss to, or loss of use of, a "non-owned auto" rented by:
  - a. you; or
  - b. any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provision of any applicable rental agreement or state law.
17. Loss caused intentionally by or at the direction of you or a "family

member".

18. Loss to any "your covered auto" or "non-owned auto" occurring while rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, pizza, other types of food, or any other products. This exclusion (18.) does not apply to a share-the-expense car pool.
19. Loss to personal effects or personal property including, but not limited to, clothes, luggage, tools, tapes, compact discs, and sports equipment.
20. Loss caused by explosives, other than the fluids necessary for the operation of a motor vehicle.
21. Loss to "your covered auto" or a "non-owned auto" caused by a:
  - a. "family member";
  - b. resident of your household;
  - c. person who is not licensed to operate a motor vehicle; or
  - d. person who operates "your covered auto" or the "non-owned auto" on a regular basis;

unless that person is listed as a driver or resident on the application or endorsed onto the policy during the policy term but before the loss.
22. Loss to "your covered auto" or a "non-owned auto" resulting from the illegal activities of an "insured."
23. Loss to "your covered auto" or a "non-owned auto" due to "diminution in value".
24. Loss caused by the wrongful conversion, embezzlement, or secretion by the purchaser, mortgagor, or lessee in possession of "your covered auto" under mortgage, conditional sale contract, lease agreement, or other contract.

#### Limit of Liability

- A. Our limit of liability for loss will be the lesser of the:
  1. Amount shown in the Declarations;
  2. Actual cash value of the stolen or damaged property; or
  3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations.
- B. However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500.
- C. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- D. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### Payment of Loss

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:

1. You; or
2. 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. However, if the loss is a total loss to "your covered auto" or any "non-owned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
2. License fees; and
3. Other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.



**No Benefit to Bailee**

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

**Other Sources of Recovery**

1. If other sources of recovery also cover 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.
2. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:
  - a. any coverage provided by the owner of the "non-owned auto";
  - b. any other applicable physical damage insurance;
  - c. any other source of recovery applicable to the loss.
3. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
  - b. to demonstrate the vehicle;
 then we will provide primary insurance.

**Appraisal**

- A. If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:
  1. Pay its chosen appraiser; and
  2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

**Loss Payable Clause**

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. The loss payee has no greater rights under this policy than the "insured". Where coverage is denied to the "insured" coverage is also denied to the loss payee. We reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

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

Notwithstanding the deductible amount shown in the Declarations, the applicable deductible for any loss for which payment is made to the loss payee who has repossessed and obtained title to "your covered auto" shall not exceed \$250. Upon payment of such loss you will pay us the difference between that \$250 and the deductible amount shown in the Declarations.

**Part E: Duties after an Accident or Loss**

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

- A. We must be notified promptly of how, when, and where the accident or loss happened. Notice should also include the names and addresses of any "insureds", injured persons and of any witnesses.
- B. A person seeking any coverage must:
  1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require:
    - a. to physical exams by physicians we select. We will pay for these

exams.

- b. to examination under oath and/or statements, while not in the presence of any other insured, and subscribe to same.
4. Authorize us to obtain:
  - a. medical reports; and
  - b. other pertinent records.
5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
  1. Promptly notify the police if a hit-and-run driver is involved.
  2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage for Damage to Your Auto must also:
  1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
  2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
  3. Permit us to inspect and appraise the damaged property before its repair or disposal.
- E. A person seeking Personal Injury Protection Coverage must also:
  1. Submit, as often as we reasonably require, to physical and mental exams by physicians we select. We will pay for these exams.
  2. Give us written proof of claim, under oath if required. The proof of claim must include:
    - a. complete details of the nature and extent of the injuries and treatment received and contemplated; and
    - b. any other information which may assist us in determining the amount due and payable.
  3. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
  4. Promptly send us copies of:
    - a. the summons and complaint; or
    - b. other process
 served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

**Part F: General Provisions****Bankruptcy**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

**Changes**

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  1. The number, type or use classification of insured vehicles;
  2. Operators using insured vehicles;
  3. The place of principal garaging of insured vehicles;
  4. Coverage, deductible, or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our rules, as outlined in our manuals.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

**Fraud**

We do not provide coverage for any person seeking coverage who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss.

This provision does not apply to Part A – Liability Coverage.

**Legal Action against Us**

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
1. We agree in writing that the “insured” has an obligation to pay; or
  2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an “insured”.

**Our Right To Recover Payment**

- A. 1. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
- a. whatever is necessary to enable us to exercise our rights; and
  - b. nothing after loss to prejudice them.
- However, our right to recover damages does not arise until the insured has been made whole.
2. Our rights in this paragraph (A.1.) do not apply under Part D, against any person using “your covered auto” with a reasonable belief that that person is entitled to do so.

3. Our rights in this paragraph (A.1.) do not apply under Part G if we:
- a. have been given prompt written notice by certified mail, return receipt requested, of a tentative settlement between an “insured” and the insurer of an “underinsured motor vehicle”; and
  - b. fail to advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. that payment will be separate from any amount the “insured” is entitled to recover under the provisions of Part G; and
- b. we also have a right to recover the advanced payment. However, our right to recover payment does not arise until the insured has been made whole.

However, no notice of a tentative settlement is required if the “underinsured motor vehicle” is insured by us for liability coverage.

4. Under Part H:
- a. This provision does not apply to accidental death.
  - b. Paragraph A.1. of this provision is replaced by the following:  
If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:
    - (1) hold in trust for us such rights of recovery;
    - (2) do nothing after loss to prejudice them;
    - (3) do whatever is necessary to secure these rights; and
    - (4) execute and deliver to us any instruments and papers as may be appropriate to secure that person’s and our rights.

However, our right to recover damages does not arise until the insured has been made whole.

- B. 1. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
- a. hold in trust for us the proceeds of the recovery; and
  - b. reimburse us to the extent of our payment.

However, our right to recover damages does not arise until the insured has been made whole.

2. Under Part H, we will have a lien against the proceeds of the recovery. We may give notice of the lien to:
  - a. the person or organization causing “bodily injury”;
  - b. that person’s agent or insurer; or
  - c. a court having jurisdiction in the matter.

**Policy Period and Territory**

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
  2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
  2. Puerto Rico; or
  3. Canada.

This policy also applies to loss to, or accidents involving, “your covered auto” while being transported between their ports.

**Termination**

**Cancellation.** This policy may be canceled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. returning this policy to us; or
  - b. giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. at least 10 days notice if cancellation is for nonpayment of premium; or
  - b. at least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. for nonpayment of premium; or
  - b. if your driver’s license or that of:
    - (1) any driver who lives with you; or
    - (2) any driver who customarily uses “your covered auto” has been suspended or revoked. This must have occurred:
      - (1) during the policy period; or
      - (2) since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we will not cancel or non-renew this policy solely because of the administrative revocation or suspension of the driver’s license of the owner or operator of a motor vehicle under Arkansas Code 5-65-104; or

- c. if the policy was obtained through material misrepresentation.

**Non-renewal.** If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is:

1. Less than 1 year, we will have the right not to renew or continue this policy at the end of the policy period.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

**County Farm Bureau Membership.** As a prerequisite to your purchase of this policy and any renewal of insurance hereunder, you must make application to be a member of and maintain your membership in the applicable local county Farm Bureau agricultural organization and affiliated state Farm Bureau agricultural organization (hereinafter collectively “Farm Bureau Federation”). Your failure to apply for membership and maintain your membership with the applicable Farm Bureau Federation, including but not limited to your failure to pay the required membership dues to said Farm Bureau Federation, shall require the cancellation or non renewal of your policy by us. Dues payable to Farm Bureau Federation are in consideration of membership in the Farm Bureau Federation, and are not premiums; and are not consideration of coverage under this policy; and are not payable to us.

**Automatic Termination.** If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. Refunds of less than \$5.00 will be waived unless requested in writing by the named insured. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 100% of the pro rata unearned premium. However, we will refund you the full pro rata unearned premium if:
  - a. you cancel this policy because:
    - (1) you have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
    - (2) "your covered auto" has been repossessed under the terms of a financing agreement; or
    - (3) you are entering the armed forces of the United States of America; or
    - (4) "your covered auto" was stolen or destroyed, and you request cancellation:
      - (a) within 30 days following the date "your covered auto" was stolen or destroyed; or
      - (b) within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
  - b. you cancel this policy but there remains in force with us a policy in your name insuring another auto.
  - c. this policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. If your policy cancels, for any reason, partial payment(s) will not reinstate or extend your policy coverage beyond the effective date of the cancellation. If your policy has expired and a renewal has been offered we will not accept partial payment(s) for said renewal to extend coverage.

#### Transfer of Your Interest in This Policy

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
  1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
  2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

#### Two or More Auto Policies

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

#### Electronic Signatures

You and we agree that electronic signatures may be used and will satisfy any

regulatory or other requirement for written signatures. When a law requires a signature or letter to be notarized, verified or acknowledged or made under oath, the electronic signature will satisfy this requirement if the signature of the person authorized to perform the service notarizing, verification, or acknowledgement is attached to or logically associated with the signature of record.

## Part G: Underinsured Motorists Coverage

### Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" where such coverage is indicated as applicable in the Declarations because of "bodily injury";

1. Sustained by an "insured"; and
2. Caused by an accident.

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgements or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - a. have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement; and
  - b. advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

If a duly licensed automobile dealer or rental company provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

- B. "Insured" as used in this endorsement means:
  1. you or any "family member".
  2. any other person "occupying" "your covered auto".
  3. any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.
 

However, "underinsured motor vehicle" does not include any vehicle or equipment:

  1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
  2. Owned by or furnished or available for the regular use of you or any "family member".
  3. Owned by any governmental unit or agency.
  4. Operated on rails or crawler treads.
  5. Designed mainly for use off public roads while not on public roads.
  6. While located for use as a residence or premises.
  7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
  8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. denies coverage; or
- b. is or becomes insolvent

### Exclusions

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
  3. While "your covered auto" is operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
  2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
  3. While "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (B.3.) does not apply to share-the-expense car pools.
  4. While "occupying" any motorized vehicle having more or less than four wheels.
  5. While "occupying" any vehicle located for use as a residence or premises.
  6. While "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (6.) does not apply to "bodily injury" sustained while "occupying":
    - a. a private passenger auto;
    - b. a pickup or van that you own; or
    - c. a "trailer" used with a vehicle described in a. or b. above.
  7. While "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
    - a. competing in; or
    - b. practicing or preparing for; any prearranged or organized racing or speed contest.
  8. Which is caused by the spouse or a "family member" of the injured "insured".
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct

### Limit of Liability

- A. With respect to the Underinsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an "underinsured motor vehicle":
1. The limit of Bodily Injury Liability shown for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.

2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

The limits of liability applicable to Underinsured Motorists Coverage are the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B, Part C or Part H of this policy.
- C. We will not pay for any element of loss if an "insured" is entitled to receive payment for the same element of loss under any of the following or similar laws:
1. Workers' compensation law; or
  2. Disability benefits law
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

### Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
  - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.
4. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - b. to demonstrate the vehicle;
 then we will provide primary insurance.

### Arbitration

- A. If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
  2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle" then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.
- Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.
- D. 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.

#### Additional Duties

A person seeking coverage under this Part must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified mail, return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include

- a. written documentation of monetary losses incurred, including copies of all medical bills;
- b. written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- c. written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

## Part H: Personal Injury Protection Coverage

### Insuring Agreement

A. We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Declarations.

If a duly licensed automobile dealer or rental company provides a "motor vehicle" to the "named insured" or a "family member" for use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:

1. Breakdown;
2. Repair; or
3. Servicing;

personal injury protection benefits shall extend to such loaned "motor vehicle" only to the extent of the coverage provided, if any, to the "your covered auto" being repaired or serviced.

B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

1. **Medical payments.** All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
  - a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
  - b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. **Work loss.**
  - a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily

injury".

- b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expenses after the death of an "insured".

3. **Accidental death.** A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

### Definitions

The following definitions are used in this Part only:

1. "Occupying" means:
  - a. in or upon
  - b. entering into; or
  - c. alighting from.
2. With respect to medical payments "your covered auto" means a "motor vehicle" shown in the Declarations to which medical payments apply. This includes:
  - a. a "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 

(1) Breakdown;	(4) Loss; or
(2) Repair;	(5) Destruction.
(3) Servicing;	
  - b. a trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Declarations to which work loss or accidental death applies. This includes:
  - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 

(1) Breakdown;	(4) Loss; or
(2) Repair;	(5) Destruction.
(3) Servicing;	
  - b. a trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
4. "Motor vehicle" means a land motor vehicle, trailer or semi trailer. However, "motor vehicle" does not include a:
  - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads.
  - b. Vehicle operated upon rails or crawler treads; or
  - c. Vehicle located for use as a residence or premises.
5. "Named insured" means the person named in the Declarations.
6. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
  - a. motorcycle; or
  - b. vehicle operated by human or animal power.
7. "Private passenger auto" means a "motor vehicle" which is a:
  - a. private passenger;
  - b. station wagon; or
  - c. jeep type; automobile.
8. "Private passenger motor vehicle" means a "motor vehicle" which is a:
  - a. "private passenger auto".

- b. pickup or van not customarily used for:
  - (1) occupational;
  - (2) professional; or
  - (3) business purposes, other than farming or ranching.

c. motorcycle.

However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public livery conveyance for passengers.

9. "Insured" means:

- a. the "named insured" or any "family member" who sustains "bodily injury" while:
  - (1) "occupying"; or
  - (2) a "pedestrian" struck by; a "motor vehicle".
- b. any other person who sustains "bodily injury":
  - (1) while:
    - (a) "occupying"; or
    - (b) a "pedestrian" struck by; "your covered auto".
  - (2) while "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
    - (a) use of such "motor vehicle" by the "named insured";
    - (b) operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
    - (c) use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this provision (b.(2)) does not apply to work loss or accidental death.

**Exclusions**

- A. We will not provide Personal Injury Protection Coverage for "bodily injury":
  - 1. Sustained by any "insured" while:
    - a. operating "your covered auto" without the "named insured's" express or implied consent; or
    - b. not in lawful possession of "your covered auto".
  - 2. Due to:
    - a. war (declared or undeclared);
    - b. civil war;
    - c. insurrection;
    - d. rebellion or revolution; or
    - e. any act or condition incident to any of the above.
  - 3. Resulting from the:
    - a. radioactive;
    - b. toxic;
    - c. explosive; or
    - d. other hazardous; properties of nuclear material.
  - 4. Sustained while "occupying" any "motor vehicle" having more or less than four wheels.
  - 5. Sustained while "occupying" any vehicle located for use as a residence or premises.
  - 6. Sustained while "occupying" any "motor vehicle" located inside a facility designed for racing, for the purpose of:
    - a. competing in; or
    - b. practicing or preparing for; any prearranged or organized racing or speed contest.
  - 7. Sustained while "occupying" any "motor vehicle" when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (7.) does not apply to shared expense car pools.
  - 8. Resulting from the intentional or criminal acts of an "insured".

- 9. Caused by explosives, other than the fluids necessary for the operation of "your covered auto".

- 10. Sustained while "occupying" "your covered auto" when operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

B. We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:

- 1. Worker's compensation law; or
- 2. Employer's disability law.

C. We do not provide coverage for work loss or accidental death sustained by:

- 1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
  - a. owned by; or
  - b. furnished or available for the regular use of; the "named insured".
- 2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
  - a. owned by; or
  - b. furnished or available for the regular use of; the "named insured" or that "family member".
- 3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- 4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

D. We will not provide coverage for medical payments for "bodily injury" sustained by:

- 1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto" which is:
  - a. owned by; or
  - b. furnished or available for the regular use of; the "named insured".
- 2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:
  - a. owned by; or
  - b. furnished or available for the regular use of; the "named insured" or that "family member".
- 3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
  - a. owned by; or
  - b. furnished or available for the regular use of; the "named insured" or any "family member".
- 4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
- 5. Any "insured" other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
- 6. Any "insured" other than the "named insured" or any "family member":
  - a. while "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:
    - (1) selling;
    - (2) repairing;
    - (3) storing;
    - (4) parking;
    - (5) parking;

(3) servicing;  
"motor vehicles".

b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. This exclusion (6.b.) does not apply to "bodily injury" resulting from the operation or occupancy of a:

- (1) "private passenger auto"; or
- (2) trailer used with such "private passenger auto" or "your covered auto";

by the "named insured" or his private chauffeur or domestic servant.

7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle". Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.

#### Payment of Benefits

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

#### Coordination of Coverage

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

#### Limit of Liability

The limits of liability shown in the Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "Insureds";
2. Policies or bonds applicable;
3. Claims made; or
4. "Your covered autos".

#### Other Insurance

A. Any insurance we provide for medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another "motor vehicle" insurance policy providing direct benefits without regard to fault.

B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, 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.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

1. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
2. To demonstrate the "motor vehicle";  
then we will provide primary insurance.

C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable

limit of liability shown in the Declarations exceeds the applicable limits of liability of all other insurance.

2. The "named insured" or any "family member" under any other "motor vehicle" insurance policy. In this event:

- a. the maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
- b. 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.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
2. To demonstrate the "motor vehicle";  
then we will provide primary insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### Named Non-Owner Coverage Endorsement

14 PA AR NO (7/11)

This endorsement applies only when the Declarations indicate form 14 PA AR NO (7/11) is applicable.

Coverage applies to non-owned vehicles used by the named insured only. Coverage does not apply to a vehicle owned by members of the household in which the named insured resides.

With respect to the individuals and coverages listed in the Declarations, the provisions of the policy apply unless modified by this endorsement.

#### Definitions

The Definitions Section is amended as follows:

- A. "You" and "your" refers only to the individual named in the Declarations.
- B. The definition of "your covered auto" is replaced by the following:  
"Your covered auto" means any of the following types of vehicles on the date you become the owner:
  - a. a private passenger auto; or
  - b. a pickup or van that:
    - (1) has a gross vehicle weight of less than 10,000 lbs.; and
    - (2) is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) incidental to your "business" of maintaining or repairing furnishings or equipment; or
      - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

#### Part A: Liability Coverage

Part A is amended as follows:

- A. The definition of "insured" is amended by deleting reference to "family member".
- B. The Exclusion Section is amended as follows:
  1. The exception to Exclusion A.3. is replaced by the following:  
This exclusion (A.3.) does not apply to "property damage" to a residence or private garage caused by a private passenger auto which is insured under this endorsement.
  2. Exclusions A.6. and A.7. are replaced by the following:  
We do not provide Liability Coverage for any "insured" maintaining or using any vehicle in the "business" of that "insured". This exclusion does not apply to an auto operated or occupied by you.
  3. Exclusion B.2. is replaced by the following:  
We do not provide Liability Coverage for the ownership, maintenance

or use of any vehicle, other than "your covered auto", which is owned by you.

4. Exclusion B.3. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by any "family member".

**Part B: Medical Payments Coverage**

Part B is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. Exclusion 8. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any vehicle used in the "business" of that "insured". This exclusion (8.) does not apply to a vehicle operated or occupied by you.

**Part C: Uninsured Motorists Coverage**

Uninsured Motorists Coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. Item 3. in the definition of "uninsured motor vehicle" is amended as follows:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. you;
  - b. a vehicle which you are "occupying"; or
  - c. "your covered auto."

**Part G: Underinsured Motorists Coverage**

Underinsured motorists coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

**Part H: Personal Injury Protection Coverage**

Personal Injury Protection Coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pickup or van that:
  - (1) has a gross vehicle weight of less than 10,000 lbs.; and
  - (2) is not used for the delivery or transportation of goods and materials unless such use is:
    - (a) incidental to your "business" of maintaining or repairing furnishings or equipment; or
    - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

C. Exclusion D.6. is replaced by the following

We will not provide coverage for medical payments for "bodily injury" sustained by any "insured" while "occupying" any vehicle used in the "business" of that "insured". This exclusion (8.) does not apply to a vehicle operated or occupied by you.

This endorsement applies only when the Declarations indicate Accidental Death Benefit Coverage is in effect. This endorsement is not available if Personal Injury Protection coverage is selected on this policy.

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

**IMPORTANT NOTICE:**

**Privacy Notice**

14 AR US PN (7/08)

Alfa Specialty Insurance Corporation

We obtain most of our information from the application you complete and from your other transactions with us, our affiliates, or other agencies. We may get additional information from your motor vehicle records, a consumer credit bureau, insurance claims and other loss information reports, or medical reports. We may require additional information on your insured property, such as photographs. We do not disclose any non-public personal information about our customers or former customers, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. Our employees are instructed on their responsibilities and the importance of the confidentiality of personal information. We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information.

**Consumer Information Section:**

Arkansas Insurance Department; Consumer Services Division

1200 W 3<sup>rd</sup> Street, Little Rock, AR 72201-1904

Telephone 1-800-852-5494 or 501-371-2640

**Replacement Parts**

14 AR PA RP (7/08)