



# ALFA VISION INSURANCE CORPORATION

2108 East South Boulevard • Montgomery, AL 36116

(NAIC # 12188)

## PRIVATE PASSENGER AUTO POLICY

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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.
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:
1. The end of 90 days following the spouse's change of residency;
  2. The effective date of another policy listing the spouse as a named insured; or
  3. The end of the policy period.
- 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.
- It does not include:
1. A mobile home; or
  2. A trailer used as an office, store, display, or passenger conveyance; or
  3. A cement mixer.
- 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.

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. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

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.

If you ask us to insure a newly acquired auto after the specified time period has elapsed, any coverage we provide will begin at the time you request coverage or, if you mail the request to us, at 12:01 a.m. on the day following the postmark date.
  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;
    - b. repair;

- c. servicing;
- d. loss; or
- e. destruction.

This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

- K. "Innocent co-insured" means an "insured" who did not cooperate in or contribute to the creation of the loss.

## Part A: Liability Coverage

### Insuring Agreement

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. 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 by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

### Additional Definitions

When used in this Part:

"Insured" means:

1. You for the ownership, maintenance or use of any auto or "trailer."
2. Any "family member":
  - a. who does not own an auto, for the maintenance or use of any auto or "trailer."
  - b. who owns an auto, but only for the use of your "covered auto."
3. Any person using your "covered auto" with the actual permission of you or a "family member" listed on the Declarations.
4. 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.
5. 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 (5.) 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. However, we will not pay the premium for attachment bonds that are more than our limit of liability. We have no duty to apply for or furnish bonds.
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. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.
4. Other reasonable expenses incurred at our request.

However, we will not pay any costs or expenses, including attorney fees, incurred by any person or any "insured" because of a declaratory judgement action between that person or "insured" and us.

### Exclusions

A. We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage," even if the actual injury or damage is different than that which was intended or expected.
2. For "property damage" to property owned or being transported by an "insured."
3. For "property damage" to property:
  - a. rented to;
  - b. used by; or
  - c. in the care, custody, or control of: an "insured."

This Exclusion (A.3.) does not apply to any motor vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":

  - a. for demonstration purposes; or
  - b. as a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair or servicing.
4. For "bodily injury" to an employee or fellow 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 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.
  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.
  8. 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.
  9. For "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the limits of liability required by the Missouri Financial Responsibility law.
  10. For "bodily injury" to an "insured" whenever the ultimate benefits of such indemnification accrue directly or indirectly to an "insured."
  11. Pursuant to RSMo 375.1312, If an innocent coinsured files a police report and completes a sworn affidavit for the insurer that indicates both the cause of the loss and a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss, then no insurer shall deny payment to an innocent coinsured on a property loss claim due to any policy provision that excludes coverage for intentional acts.
- 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 while:
    - a. competing in;
    - 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.
  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 a share-the-expense car pool.
- C.** We do not provide Liability Coverage for:
1. Any liability assumed under any contract or bailment.
  2. "Bodily injury" or "property damage" due to war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or contamination or any consequence of any of these.
  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 or any damages other than compensatory.
7. Any person using a vehicle without a reasonable belief that that person is entitled to do so.
8. "Bodily injury" or "property damage" 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" 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.
9. "Bodily injury" or "property damage" caused by or at the discretion of an "insured."
10. "Bodily injury" or "property damage" resulting from the discharge of any firearm or weapon used in connection with any auto.
11. "Bodily injury" or "property damage" caused by, or reasonably expected to result from, a criminal act or omission of that insured person. This exclusion applies regardless of whether that insured person is actually charged with, or convicted of, a crime.

#### 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 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:
1. Part B or Part C of this policy.
  2. Any Underinsured Motorists Coverage provided by this policy.
- C.** Limit of Liability A. and B. above are subject to the following limitation and reduction of coverage. This policy provides only those liability limits required by Missouri Motor Vehicle Financial Responsibility Law §303.020(10) for any person who qualifies as an "Insured" as provided in this Part A Liability Coverage. These liability limits may be less than those limits of liability shown on the Declarations.

#### 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 if applicable to nonresidents.
  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, including all the provisions of §303.190, R.S.Mo. You must reimburse us if we make a payment that we would not have made if this policy was not certified as proof of financial responsibility.

#### Other Insurance

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. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance unless such vehicle is loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles and such vehicle is used by any "insured":

1. For demonstration purposes; or

2. As a temporary substitute for a vehicle you own which is out of normal use because of its breakdown, repair, or servicing.

### 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 (Excess Only)

### 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 3 years from the date of the accident.

B. Our liability under this coverage shall be excess over any other valid and collectible medical payments insurance, medical or hospitalization insurance, health or accident insurance, or any benefits payable pursuant to a workers' compensation statute or similar law.

### Additional Definitions

When used in this Part:

"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 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.
8. Sustained while "occupying" your "covered auto" without the express or implied permission of you or a "family member."
9. Sustained by you or a "family member" while "occupying" any auto or "trailer," other than your "covered auto," without the express or implied permission of the owner.
10. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured."
11. 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.
12. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. nuclear reaction;
  - b. radiation; or
  - c. radioactive contamination.
13. Sustained while "occupying" any vehicle while:
    - a. competing in;
    - b. practicing or preparing for; or
    - c. located inside a facility designed for the purpose of:
      - any prearranged or organized racing, speed, stunt driving, or demolition contest.
  14. 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 (14.) does not apply to a share-the-expense car pool.
  15. Sustained 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" 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.
  16. For which the United States Government is liable under the Federal Tort Claims Act.
  17. 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."
  18. Caused by explosives, other than the fluids necessary for the operation of your "covered auto."
  19. Caused by or at the direction of an "insured."
  20. Resulting from the felony criminal acts of an "insured" or from an "insured's" involvement in an illegal occupation.
    - This exclusion (20.) does not apply to the interests of an "innocent co-insured" if the loss arose out of a pattern of domestic violence and abuse.

### 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. No amount will be paid until the limits of all other applicable medical payments coverage, medical or hospitalization insurance, health or accident insurance, or any benefits payable pursuant to a workers' compensation law or similar law have been paid in full.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part A of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.

## Part C (I): Uninsured Motorists Coverage

### Insuring Agreement

We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

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

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.

### Additional Definitions

When used in this Part:

A. "Insured" means:

1. You.
2. Any "family member" who does not own an auto.
3. Any other person "occupying" your "covered auto" with the actual permission of you or a "family member" listed on the Declarations.
4. 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., 2. or 3. above.

- B.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
1. To which no bodily injury liability bond or policy applies at the time of the accident.
  2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your "covered auto" is principally garaged.
  3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
    - a. you or any "family member";
    - b. a vehicle which you or any "family member" are "occupying"; or
    - c. your "covered auto."

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

4. 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.

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. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

#### Exclusions

- A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by a "family member" who does not own an auto, 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.
- B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained while any insured operates or occupies a motor vehicle:
1. owned by;
  2. furnished to; or
  3. available for the regular use of; you or a relative, but not insured for Auto Liability coverage under this policy. It also does not apply if any insured is hit by any such motor vehicle.
- C.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim with the uninsured motorist without our consent. However, this exclusion (C.1.) does not apply if such settlement does not prejudice our right to recover payment.
  2. While "occupying" your "covered auto" when it is being used as a public or livery conveyance. This Exclusion (C.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. This Exclusion (C.3.) does not apply to a "family member" using your "covered auto" which is owned by you.
- D.** 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.
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

#### Limit of Liability

- A.** If "bodily injury" is sustained in an accident by you or any "family member":
1. 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 such accident is the sum of the limits of liability shown in the Declarations for each person for Uninsured Motorists Coverage.
  2. Subject to the maximum limit for each person described in **A.1.** above, our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one accident is the sum of the limits of liability shown in the Declarations for each accident for Uninsured Motorists Coverage.
  3. Subject to the maximum limits of liability set forth in 1. and 2. above:

- a. The most we will pay for "bodily injury" sustained in such accident by an "insured" other than you or any "family member" who does not own an auto, is that "insured's" pro-rata share of the each person or each accident limit of liability shown in the Declarations applicable to the vehicle that "insured" was "occupying" at the time of the accident. However, any payment under this Part C(I) Uninsured Motorist Coverage to an insured other than you or any "family member" who does not own an auto shall not exceed the minimum amount of uninsured motorist coverage required by Missouri law; and
- b. You or any "family member" who does not own an auto, who sustains "bodily injury" in such accident will also be entitled to a pro rata share of the each person or each accident limit described in Paragraph 3.a. above.

A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all "insureds."

The maximum limit of liability 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.** If "bodily injury" is sustained by any "insured" other than you or any "family member" who does not own an auto, in an accident in which neither you nor any "family member" sustained "bodily injury":

1. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage applicable to the your "covered auto" the "insured" was "occupying" at the time of the accident 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 such accident.
2. Subject to this maximum limit for each person described in **B.1.** above, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage applicable to the your "covered auto" the "insured" was "occupying" at the time of the accident is our maximum limit of liability for all damages for "bodily injury" resulting from any such 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.

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

1. Part A of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

- 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. This includes all sums paid under Part A but does not include any amounts paid or payable under:

1. Part B; or
2. Any workers' compensation law, disability benefits law or similar law.

#### Other Insurance

If there is other applicable insurance similar to the insurance provided under this Part of the policy, 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, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance, similar to the insurance provided under this Part of the policy. This does not apply to the portion of the damages that is less than or equal to the minimum limits of uninsured motorist coverage required by Missouri law.

### Part C (II): Underinsured Motorists Coverage

#### Insuring Agreement

If you pay the premium for this coverage, we will pay for damages that an insured person is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury:

1. sustained by the insured person;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an underinsured motor vehicle.

We will pay under this Part C (II) only after the limits of liability under all applicable bodily injury liability bonds and policies have been exhausted by payment of judgments or settlements.

Any judgments or settlements for damages against an owner or operator of an underinsured motor vehicle that arises out of a lawsuit brought without our written consent is not binding on us.

**Additional Definitions**

When used in this Part C (II):

A. "Insured" means:

1. You.
2. Any "family member" who does not own an auto.
3. Any "family member" who owns an auto, but only while "occupying" your "covered auto."
4. Any other person "occupying" your "covered auto."
5. 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., 2., 3. or 4. above.

B. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type for which the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident is less than the coverage limit for Underinsured Motorist Coverage shown on the Declarations page.

An "underinsured 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. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.
6. that is a covered auto; or
7. that is an uninsured motor vehicle under Part C (I).

**Exclusions**

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by a "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.

B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained while any insured operates or occupies a motor vehicle:

1. owned by;
2. furnished to; or
3. available for the regular use of; you or a relative, but not insured for Auto Liability coverage under this policy.

It also does not apply if any insured is hit by any such motor vehicle.

C. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent. However, this Exclusion (C.1.) does not apply if such settlement does not prejudice our right to recover payment.
2. While "occupying" your "covered auto" when it is being used as a public or livery conveyance. This Exclusion (C.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. This Exclusion (C.3.) does not apply to a "family member" using your "covered auto" which is owned by you.

D. 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.

E. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

**Limits of Liability**

The limit of liability shown on the Declarations for Underinsured Motorist Coverage:

1. for the vehicle occupied by the "insured" at the time of loss, or
2. if the "insured" is struck as a pedestrian or insured while occupying a vehicle not shown on the Declarations, for the vehicle with the highest limit of liability listed on the Declarations for this coverage;

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

1. claims made;
2. vehicles shown on the Declarations;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid; or
7. premiums shown on the Declarations;

THIS MEANS THAT NO STACKING OR AGGREGATION OF THE UNDERINSURED MOTORIST INSURANCE PROVIDED BY THIS POLICY WILL BE ALLOWED.

If your declarations pages shows a split limit:

1. the amount shown for "each person" is the most we will pay for all damages due to bodily injury to one person; and
2. subject to the "each person" limit, the amount shown for "each person" is the most we will pay for all damages due to bodily injury sustained by two or more persons in any one accident.

The "each person" limit of liability includes the total of all claims made for bodily injury to an insured person and all claims of other derived from such bodily injury, including, but not limited to, emotional injury or mental anguish resulting from the bodily injury of another or from witnessing the bodily injury to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

The Limits of Liability under this Part C (II) will be reduced by all sums:

1. paid because of bodily injury by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part A – Liability Coverage;
2. paid or payable under Part B – Medical Payments;
3. paid or payable because of bodily injury under any of the following or similar laws:
  - a. workers compensation law; or
  - b. disability benefits law; and
4. paid under Part C (I) – Uninsured Motorist Coverage for bodily injury arising out of the same accident.

Any payment made to a person under this Part C (II) will reduce any amount that the person is entitled to recover under Part A – Liability Coverage.

No one will be entitled to duplicate payments for the same elements of damages.

**Other Insurance**

If multiple auto policies issued by us are in effect for you, we will pay no more than the highest limit of liability for this coverage available under any one policy.

If there is other applicable Underinsured Motorist Coverage provided by another insurer other than "us" or by any self-insurer, 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, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance, similar to the insurance provided under this Part of the policy.

**Part D: Coverage for Damage to Your Auto****Insuring Agreement**

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. If loss to more than one your "covered auto" or "non-owned auto" results from the same "collision," only the highest applicable deductible will apply. 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.

**Additional Definitions**

When used in this Part:

A. "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."

B. "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 loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":

1. For demonstration purposes; or
2. As a temporary substitute for a vehicle you own which is out of normal use because of its:
  - a. breakdown;
  - b. repair; or
  - c. servicing.

C. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

#### Rental Reimbursement

A. We will pay, without application of a deductible, 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."

We will pay:

1. Up to the limit shown in the Declarations as applicable to that vehicle under Rental Reimbursement Coverage; or
2. Up to \$10 per day, subject to a maximum payment of \$300, if the loss is caused by a total theft of your "covered auto" or a "non-owned auto" and:
  - a. the Declarations indicates that the policy provides Other Than Collision Coverage for that auto, and
  - b. The Declarations indicates that the policy does not provide Rental Reimbursement Coverage for that auto.

B. If the loss is caused by:

1. A total theft of your "covered auto" or a "non-owned auto," we will pay only expenses incurred during the period:
  - a. beginning 48 hours after the theft; and
  - b. ending when your "covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a your "covered auto" or a "non-owned auto," we will pay only the expenses beginning when the auto is withdrawn from use for more than 24 hours.

C. 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;
  - f. Road damage to tires; or
  - 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. This includes but is not limited to:
  - a. Radios, stereos, receivers, or 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;	f. video cassette recorders;
b. telephones;	g. audio cassette recorders;
c. two-way mobile radios;	h. personal computers; or
d. scanning monitor receivers;	i. fax machines.
e. television monitor receivers;	

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;
  - b. repairing;
  - c. servicing;
  - d. storing; or
  - e. parking;
- 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;
  - 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 provisions of any applicable rental agreement or state law.
17. Loss caused intentionally by or at the direction of you or a "family member." However, this exclusion does not apply for a loss to your "covered auto" to the extent of the legal interest of an innocent coinsured, if:
- a. the loss is caused as a result of a pattern of domestic violence by you, a "family member", or any other person residing in your household; and
  - b. the innocent coinsured claiming the loss:
    - (1) did not cooperate in or contribute to the creation of the loss;
    - (2) files a police report; and
    - (3) completes a sworn affidavit for us that indicates both the cause of the loss and a pledge to cooperate in any criminal prosecution of the person who committed the act causing the loss.
- We will not make any subsequent payment to any other person for the part of any loss for which the innocent coinsured has received payment.
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 felony criminal acts of any "insured" or from an "insured's" involvement in an illegal occupation.
- This exclusion (22.) does not apply to the ownership interests of an "innocent co-insured" if:
- a. the loss arose out of an act of domestic violence and abuse; and
  - b. the "innocent coinsured" files a police report and completes a sworn affidavit for the insurer that indicates both the cause of the loss and a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.
- Payment to the co-insured will be limited to his or her ownership interests in the property as reduced by any payments to a mortgage or other secured interest. However, we shall not be required to make any payment to any other insured for the part of any loss for which the "innocent coinsured" has received payment. We shall have all rights of subrogation to recover against the person committing the act causing the loss.
23. Loss to your "covered auto" or any "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.
25. Loss to your "covered auto" or a "non-owned auto" occurring while that vehicle is being operated by a person listed as Excluded on the Declarations or any Excluded Driver endorsement to this policy.

#### Limit of Liability

- A. Our limit of liability for loss will be the lesser of the:
- 1. Actual cash value of the stolen or damaged property; or
  - 2. Amount necessary to repair or replace the property with other property of like kind and quality.
- However, the most we will pay for loss to any "non-owned auto" which is a trailer is \$500.
- Our payment for loss will be reduced by any applicable deductible shown in the Declarations. If loss to more than one your "covered auto" or "non-owned auto" results from the same "collision," only the highest applicable deductible will apply.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. 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.

#### No Benefit to Bailee

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

#### Other Sources of Recovery

If other sources of recovery also cover the loss, we will pay our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, 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:

- 1. Any coverage provided by the owner of the "non-owned auto";
- 2. Any other applicable physical damage insurance;
- 3. Any other source of recovery applicable to the loss.

#### Appraisal

- A. If we and you do not agree on the amount of loss, either party may make a written demand for appraisal. However, both parties must agree to the appraisal. In this event, each party will select a competent appraiser within 20 days. The two appraisers will select an umpire within 15 days. 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. The umpire will make an award within 30 days after the umpire receives the appraiser's submissions of their differences.



A decision agreed to by any two will be binding. 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.

#### **Additional Duties after an Accident or Loss**

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. Permit us to inspect and appraise the damaged property before its repair or disposal.

#### **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. This notice should also include:
  1. Time and place of accident or loss;
  2. Circumstances of the accident or loss;
  3. Names and addresses of any injured persons;
  4. Names and addresses of any witnesses; and,
  5. The license plate numbers of all vehicles involved.
- B. A person seeking any coverage must:
  1. Cooperate with us in the investigation, settlement or defense of any claim or suit. 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, to medical exams by physicians we select. We will pay for these exams.
  4. Submit, as often as we reasonably require, to examination under oath and/or statements, while not in the presence of any other "insured," and subscribe to the same. This includes allowing us to take signed or recorded statements, including statements under oath, and to answer all reasonable questions we may ask, when and as often as we may reasonably require.
  5. Authorize us to obtain medical reports and other pertinent records.
  6. Submit a proof of loss when required by us.
  7. Attend hearings and trials as we require.
- C. You must notify the police within 24 hours, or as soon as practicable, if:
  1. A hit-and-run driver is involved;
  2. You cannot identify the owner or operator of a vehicle involved in the accident; or
  3. A theft or vandalism has occurred.
- D. You must send us copies of the legal papers within 24 hours, or as soon as practicable, if a suit is brought.

### **Part F: General Provisions**

By acceptance of this policy, you agree:

1. This insurance policy is issued in reliance upon your statements made in the insurance application, your statements reflected on the declarations and your statements made in any endorsements to this policy;
2. Your statements made in the insurance application, those shown on the declarations and those made in any endorsements to this policy, are true;
3. Your statements made in the insurance application, reflected on the declarations and made in any endorsements to this policy, are incorporated into and form a part of this insurance policy;

4. The insurance application, Declarations, all policy forms and the endorsements, if any, are incorporated into and form a part of this policy;
5. Any material misrepresentation on your part shall render this insurance policy null and void from inception; and
6. This insurance policy embodies all agreements existing between you and us, including any agents, and may not be changed without an endorsement issued by us.

#### **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 manual rules.

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 broadenings 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 "insured" who has made false or fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

#### **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. 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:
  1. Whatever is necessary to enable us to exercise our rights; and
  2. Nothing after loss to prejudice them.
 However, our rights in this paragraph (A.) do not apply under:
  1. Part B.
  2. Part D, against any person using your "covered auto" with a reasonable belief that that person is entitled to do so.
- B. 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:
  1. Hold in trust for us the proceeds of the recovery; and
  2. Reimburse us to the extent of our payment.

#### **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**

- A. **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 last known by us:
  - a. at least 10 days notice:
    - (1) if cancellation is for nonpayment of premium; or
    - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. at least 30 days notice by United States Post Office certificate of mailing 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 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, in the event more than one person is a named insured shown in the Declarations and only one named person's driver's license has been suspended or revoked, we:

- a. may not cancel this policy; but
  - b. may issue an exclusion providing that coverage will not be afforded to that named person under the terms of this policy while that person is operating your "covered auto" during any period of suspension or revocation.
- B. Non-renewal.** If you purchased this policy through a Missouri Farm Bureau agency, we will non-renew your policy if you fail to maintain an active Missouri Farm Bureau membership.

If we decide not to renew or continue this policy, we will mail notice by United States Post Office certificate of mailing to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

- C. 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.

**D. Other Termination Provisions.**

1. 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. The premium refund, if any, will be calculated on a pro-rata basis. However, 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.

**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 unless the policy terminates prior to that time.

**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.

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

**Our Right to Recompute Premium**

We established the premium for this policy based on the statements you made in the application for insurance. We have the right to recompute the premium if we later obtain information which affects the premium development.

**Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations**

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association) the Association will pay claims covered under the Act if we become insolvent.

Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not pay an amount in excess of the applicable limit of liability of the policy from which a claim arises.

The claims covered by the Association are subject to the limitations of coverage provided by the Act. These limitations have no effect on the coverage we will provide under this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Operator Coverage Endorsement**

**11 PA MO NO (9/10)**

This endorsement applies only if Form 11 PA MO NO is indicated on the Declarations page.

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 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.

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.** Paragraph 1. of the definition of "insured" is amended by deleting reference to "family member."
- B.** The Exclusion Section is amended as follows:
  1. 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.
  2. 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.
  3. 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.** Paragraph 1. of the definition of "insured" is amended by deleting reference to "family member."
- B.** The Exclusions Section is amended as follows:

## 1. Exclusion 10. 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."

**Part C (I): Uninsured Motorists Coverage**

Uninsured Motorists Coverage is amended as follows:

- A. Paragraph 1. of 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 C (II): Underinsured Motorists Coverage**

Underinsured Motorists Coverage is amended as follows:

- A. Paragraph 1. of the definition of "insured" is amended by deleting reference to "family member."

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Accidental Death Benefit Endorsement**

11 PA MO AD (9/15)

We agree with you, subject to all provisions of this endorsement and to all of the provisions and definitions of this policy, except as modified herein, as follows.

**Definitions**

When used in reference to this coverage:

"**Acceptable proof of loss**" means a certified copy of an official death certificate listing the official cause of death.

"**Eligible injured person**" means the named insured while occupying any motor vehicle.

"**Motor vehicle**" means a vehicle having more than three load bearing wheels of a kind required to be registered under the laws of this State relative to "motor vehicles". Designed primarily for operation upon the public streets, roads and highways and is driven by power other than muscular power. Also includes a "trailer" drawn by or attached to such vehicle.

"**Disappearance**" means you will be presumed to have suffered a loss of life:

- a. your body has not been found within a year after the "disappearance" of a conveyance in which you were an occupant at the time of the disappearance.
- b. the "disappearance" of the conveyance was due to its wreck; and
- c. the policy would of covered injury resulting from the accident.

**Accidental Death Benefit**

We will pay the limit of liability shown on the Declarations in the event of death of an eligible injured person which results directly and independently from all causes for bodily injury caused by accident and result from the maintenance or use of a motor vehicle as a motor vehicle, if the death occurs within one year from the date of the accident. No proof is due until we receive "acceptable proof of loss" in the form of a certified copy of an official death certificate listing the cause of death.

**Exclusions**

This policy does not cover any loss resulting directly, from:

- a. Intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane.
- b. War or act of war, whether declared or undeclared, or any aggression by armed forces, or where nuclear weapons are used.
- c. injury sustained while in the armed forces of any country or international authority.
- d. Injury sustained while voluntarily taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens, unless prescribed for and administered by a licensed physician; or
- e. Injury sustained while legally intoxicated from the use of alcohol while operating a motor vehicle.

**Principle Sum**

The principal sum amount shall be stated on the Declarations.

**Payment of Loss**

All policy proceeds will be paid, upon our receipt of due proof of death of the eligible injured person, to the survivors, in equal shares, in first of the following classes to have a survivor at your death.

- a. Spouse
- b. Children
- c. Parents
- d. Brothers and Sisters

If there is no survivor in these classes, payment will be made to your estate.

**Physicians Exam**

While a claim is pending, we have the right at our expense:

1. to have the person who has a loss examined by a physician when and as often as we feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

**Limit of Liability**

Regardless of the number of insured persons, eligible injured persons, policies or bonds applicable, claims made, or your covered autos to which this coverage applies, the limit of our liability under Accidental Death Benefit is limit of liability shown in the Declarations.

**Notice of Claims; Medical Reports; Proof of Loss**

As soon as possible, we must be given written notice of the claim; including "acceptable proof of loss". It must include all details we may need to determine if benefits are payable and to whom. Failure to furnish such proof within the time required shall invalidate any claim if it was reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the case of legal incapacity, later than one year from the date of death.

**Duties After an Accident or Loss**

As outlined in the Personal Auto Policy.

**General Provisions**

As outlined in the Personal Auto Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Business Use Coverage**

11 PA MO BU (1/05)

This endorsement applies only if Form 11 PA MO BU is indicated on the Declarations page.

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- A. Paragraph 2. of Definition J. in the Definitions section is replaced by the following:
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. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

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.

If you ask us to insure a newly acquired auto after the specified time period has elapsed, any coverage we provide will begin at the time you request coverage or, if you mail the request to us, at 12:01 a.m. on the day following the postmark date.

- B. Exclusion A.7. of Part A, Liability Coverage, is replaced by the following:

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;                      (d) loss; or
      - (b) repair;                              (e) destruction; or
      - (c) servicing;
  - c. "trailer" used with a vehicle described in a. or b. above.
- C. Exclusion 10. of Part B, Medical Payments Coverage, is replaced by the following:
10. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured." This exclusion (10.) does not apply to "bodily injury" sustained while "occupying" a:
- a. private passenger auto;
  - b. pickup or van that you own; or
  - c. "trailer" used with a vehicle described in a. or b. above.

**IMPORTANT NOTICE:****Calculation of Premium Refunds**

11 PA MO RF (6/09)

If we cancel your policy for any reason, we will refund to you in full the unearned portion of the premium. The unearned premium is the pro rata portion based on how much time remains until the expiration date of your policy.

**IMPORTANT NOTICE:****Contacting Your Company**

11 PA MO IN (6/14)

In the event you need to contact someone about this policy for any reason, please contact your agent (shown on the policy declarations page). If you have additional questions, you may contact the insurance company issuing this policy at the following address: Alfa Vision Insurance Corporation, P.O. Box 2328, Brentwood, TN 37024-2328. You may also call us at (877) 884-7466.

Written correspondence is preferable so that a record of your inquiry is maintained. In contacting your agent or the company, please have your policy number available.