



Underwritten by

# ALFA SPECIALTY INSURANCE CORPORATION

**2108 East South Boulevard Montgomery, AL 36116**

(NAIC # 11004)

---

## PRIVATE PASSENGER AUTO POLICY

---

### OHIO

14 PA OH PO (09/14)

#### Your Quick Reference Guide

Agreement	1	Part D: Coverage for Damage to Your Auto	9
Definitions	1	Part E: Duties after an Accident or Loss	13
<b>Part A: Liability Coverage</b>	<b>2</b>	<b>Part F: General Provisions</b>	<b>13</b>
Insuring Agreement	2	Bankruptcy	14
Supplementary Payments	2	Changes	14
Exclusions	2	Fraud	14
Limit of Liability	4	Legal Action against Us	14
Out of State Coverage	4	Our Right To Recover Payment	14
Financial Responsibility	5	Policy Period and Territory	15
Other Insurance	5	Termination	15
Additional Interest	5	Transfer of Your Interest in This Policy	15
<b>Part B: Medical Payments (Excess Only)</b>	<b>5</b>	Two or More Auto Policies	16
Insuring Agreement	5	Our Right to Recompute Premium	16
Exclusions	5	<b>Non-owner Coverage Endorsement</b>	<b>16</b>
Limit of Liability	6	<b>Business Use Endorsement</b>	<b>17</b>
<b>Part C: Uninsured Motorists Coverage</b>	<b>6</b>	<b>Rating information Statement</b>	<b>17</b>
Insuring Agreement	6	<b>Calculation of Premium Refunds</b>	<b>18</b>
Exclusions	7	<b>Privacy Notice</b>	
Limit of Liability	8		
Other Insurance	8		
Arbitration	8		
Additional Duties	9		

## 14 PA OH PO (09/14)

**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. "Named Insured" means the person listed as such on page 1 of the Declarations.

B. Throughout this policy, "you" and "your" refer to:

1. The "named insured" and
2. If a resident of the same household, the spouse of the "named insured".

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.

C. "We," "us" and "our" refer to the Company providing this insurance.

D. For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if both:

1. leased or rented under a written agreement to that person; and
2. leased or rented for a continuous period of at least 6 months.

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

E. "Bodily injury" means bodily harm, sickness, or disease; including death that results.

F. "Business" includes trade, profession, or occupation.

G. "Family member" means a person related to you by blood, marriage, or adoption who is both a resident of your household and, if age 15 or older, shown on the Declarations. Your legally designated ward or a foster child is included among those related to you by blood, marriage or adoption.

H. "Occupying" means in, upon, getting in, on, out, or off.

I. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

J. "Regular operator" means any person who operates a "covered auto" on average two or more times per month during the three months preceding either your application for this insurance policy or any accident or loss for which coverage is sought under this policy.

K. "Regular use" means the operation or possession of that vehicle on average two or more times per month during the last three months preceding either your application for this insurance policy or any accident or loss for which coverage is sought under this policy.

L. "Trailer" means a single axle 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.

M. "Auto" means any of the following types of motor vehicles:

- a. a private passenger automobile; or
- b. a pickup or van, for which no other insurance policy provides coverage, 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.

N. "Covered auto" means:

1. Any "auto" shown on the Declarations but only for those coverages where a premium is listed for that "auto."
2. Any "auto" on the date you acquire ownership, provided:
  - a. you acquire ownership during the policy period,
  - b. you ask us to insure it within 30 days of acquiring ownership, and
  - c. you pay any additional premium required.

If the "auto" you acquire replaces an "auto" listed on the Declarations, it will have the same coverage as the vehicle replaced, subject to the following conditions:

- (1) You may not increase or add coverage until you ask us to insure the newly acquired "auto" and pay any additional premium due, and

(2) Coverage shall no longer apply to the "auto" replaced.

If the "auto" you acquire is in addition to those listed on the Declarations and every "auto" you own is insured by us, the "auto" you acquire will have the broadest coverage we now provide for any "auto" shown on the Declarations, subject to the following conditions:

- (1) You may not increase or add coverage until you ask us to insure the newly acquired "auto", and
- (2) pay any additional premium due.

However, this definition (N.2.) shall not apply under Part D: Coverage for Damage To Your Auto unless you ask us to insure that "auto" within five calendar days after you acquire ownership and then pay any additional premium due.

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 (N.4.) does not apply to Part D: Coverage For Damage To Your Auto.

O. "Insured" is defined separately within each Part of this policy.

---

## Part A: Liability Coverage

---

### Insuring Agreement

- A. Subject to our limit of liability, 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 and court costs awarded against the "insured" in connection with a suit we have defended, but do not include any award of attorney fees or litigation expenses. 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.
- 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" with your permission, provided such use is within the scope of that permission, who is not insured for liability coverage under any other insurance policy, self-insurance program or financial responsibility bond.
  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 B.1. or B.2. of this Definition. This provision (B.3.) applies only if the person or organization does not hire or rent your "covered auto."
  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."

However, "Insured" does not include:

- a. Any person shown on the Declarations as Excluded,
- b. Any resident of the Named Insured's household age 15 years or older who is not shown on the Declarations,
- c. Any "regular operator" of a "covered auto" who is not shown on the Declarations, or
- d. Any person, other than you or a "family member," using a "covered auto" while that person is insured under any other motor vehicle insurance policy, self-insurance program or financial responsibility bond.

### Supplementary Payments

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

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.

However, we will not pay any costs or expenses, including attorney fees, incurred by any person or any "insured" because of a declaratory judgment 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."
  2. For 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.2.) does not apply to:

- a. liability for "bodily injury" sustained by a passenger who is not charged a fee; or
  - b. a share-the-expense car pool.
3. 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.
4. Maintaining or using any vehicle while employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.3.
5. Using a vehicle without a reasonable belief that he or she is entitled to do so. Without limiting this exclusion, any person or "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 use a motor vehicle.
6. Other than you or a "family member," to the extent that the limits of liability of this policy exceed the minimum financial responsibility limits required by Ohio Revised Code, Section 4509.01, as proof of financial responsibility.
- 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 resident of your household; or
    - b. furnished or available for the "regular use" of any resident of your household.
  - 4. Any vehicle:
    - a. competing in;
    - b. practicing or preparing for; or
    - c. located inside a facility designed for, any prearranged or organized racing, speed or driving 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, 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:
- 1. Liability assumed by an "insured" under any contract or bailment.
  - 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 of ;

any "insured."

This exclusion (C.3.) does not apply to "property damage" to a residence or private garage.
  - 4. For "bodily injury" to an employee of any "insured" occurring during the course of employment. This exclusion (C.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 "bodily injury" or "property damage" for which any "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.
  - 6. "Bodily injury" or "property damage" due to nuclear reaction, radiation, or contamination.

7. For any obligation for which the United States Government is liable under the Federal Tort Claims Act.
8. "Bodily injury" or "property damage" in any way arising out of or 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."
9. "Bodily injury" or "property damage" arising out of or caused by explosives, other than the fluids necessary for the operation of your "covered auto."
10. Punitive damages, exemplary damages, restitution orders or any damages other than compensatory.
11. "Bodily injury" or "property damage" in any way arising out of the operation of any vehicle by a "family member" or any other resident of your household who is not listed as a driver or household resident on the application or in the Declarations. This exclusion applies to all claims for such "bodily injury" or "property damage" regardless of the theory of liability.
12. "Bodily injury" or "property damage" in any way arising out of or caused by the operation of a motor vehicle by any person or "insured" who does not possess a valid in-force operator's license or permit. This exclusion applies to all claims for such "bodily injury" or "property damage" regardless of the theory of liability.
13. "Bodily injury" or "property damage" in any way arising out of or caused by the operation of your "covered auto" by a person who is not listed as a driver on the application, or endorsed onto the Declarations prior to the loss, if that person is insured under any other motor vehicle insurance policy, self-insurance program or financial responsibility bond. This exclusion applies to all claims for such "bodily injury" or "property damage" regardless of the theory of liability.
14. "Bodily injury" or "property damage" in any way arising out of or caused by the operation or use of a "covered auto" by a "regular operator" of any "covered auto," unless that person is listed as a driver or household resident on the application, or endorsed onto the Declarations, during the policy terms but before the loss. This exclusion applies to all claims for such "bodily injury" or "property damage" regardless of the theory of liability.
15. "Bodily injury" to you or any "family member." This exclusion (C.15.) does not apply to claims for wrongful death unless a premium for Uninsured Motorist Bodily Injury coverage is shown on the Declarations for this "covered auto."
16. "Bodily injury" to the spouse, child, mother, father, sister or brother of the operator of any "covered auto." This exclusion (C.16.) does not apply to claims for wrongful death unless a premium for Uninsured Motorist Bodily Injury coverage is shown on the Declarations.
17. Charges by municipal, state or federal emergency services providers for or in any way arising out of motor vehicle collision response or clean-up. This exclusion (C.17.) does not apply to charges for necessary ambulance transportation.
18. "Bodily injury" or "property damage" in any way arising out of or caused by the operation or use of any motor vehicle in the commission of a felony; or while in flight from or attempting to evade police. This exclusion applies to all claims for such "bodily injury" or "property damage" regardless of the theory of liability.

### Limit of Liability

**WARNING:** For any person who qualifies as an "insured" solely on the basis of permission to operate or use your "covered auto," this policy shall provide only those minimum financial responsibility limits required by Ohio Revised Code, Section 4509.01, as proof of financial responsibility. Those limits may be less than the limits of liability listed on the Declarations.

- 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. This limit for each person also includes, but is not limited to, all claims by others for emotional injury or mental anguish derived from witnessing the "bodily injury."

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. Lower limits may apply in certain events.

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. Lower limits may apply in certain events.

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.

Lower limits may apply in certain events.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B or Part C of this policy.
- C. Regardless of the limits of liability listed in the Declarations, the limit of liability applicable to the operation of your "covered auto" by any "Insured" not listed by name in the Declarations shall not exceed the greater of the minimum financial responsibility limits required by Ohio Revised Code, Section 4509.01, as proof of financial responsibility or the minimum financial responsibility limits applicable to the operation of that "covered auto" in the state or province in which the auto accident occurred.

### 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 motor 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 was not certified as proof of financial responsibility.

### Other Insurance

If there is other liability insurance applicable to you or a "family member" for any 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. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

### Additional Interest

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

Any 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.

---

## 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, no-fault motor vehicle insurance, medical or hospitalization insurance, health or accident insurance, or any benefits payable pursuant to a workers' compensation statute or similar law.
- C. "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 other resident of your household; or
  - b. Furnished or available for the "regular use" of any "family member" or other resident of your household.
7. Sustained while "occupying" or operating a vehicle without a reasonable belief that he or she is entitled to do so. Without limiting this exclusion, any person 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 that vehicle.
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 vehicle or "trailer," other than your "covered auto," without the express or implied permission of the owner.
10. Sustained while "occupying" any 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:
  - 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 or motor vehicle 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, newspapers, pizza, other types of food, or any other products. This exclusion (14.) does not apply to shared expense car pools.
15. 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.
16. For which the United States Government is liable under the Federal Tort Claims Act.
17. In any way arising out of or 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. In any way arising out of or caused by explosives, other than the fluids necessary for the operation of your "covered auto."
19. In any way arising out of or resulting from the intentional act of an "insured."
20. In any way arising out of or resulting from the use of any vehicle in the commission of a felony or other criminal act by any "insured."

#### 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, no-fault motor vehicle insurance, 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 Part A or Part C of this policy.

---

### 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:
  1. An "uninsured motor vehicle" as defined in:
    - a. Sections 1., 2.a., and 4 of the definition of an "uninsured motor vehicle" because of "bodily injury":
      - (1) sustained by an "insured"; and
      - (2) caused by an accident.
    - b. Section 3. of the definition of an "uninsured motor vehicle" because of "bodily injury" sustained by an "insured."  
We will pay for "bodily injury" only if the Declarations indicates that Uninsured Motorists Bodily Injury Coverage is provided.
  2. An "uninsured motor vehicle" as defined in Sections 1., 2.b., and 4. of the definition of an "uninsured motor vehicle" because of "property damage" caused by an accident arising out of actual physical contact with your "covered auto."

We will pay for "property damage" only if the Declarations indicate that Uninsured Motorists Property Damage is provided for that 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."

We will pay for "bodily injury" under this coverage only if 1. or 2. below applies:

1. The limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle" and we:
  - a. have been given prompt written notice of such settlement; and
  - b. advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

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

1. You or a "family member."
2. Any other person "occupying" your "covered auto" with your express or implied permission who is not themselves insured under any other motor vehicle insurance policy, self-insurance program or financial responsibility bond against damages caused by the operation of an uninsured or underinsured motor vehicle.
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 Part means injury to or destruction of a "covered auto." However, "property damage" does not include:

1. Loss of use of the "covered auto";
2. Diminution of value to the "covered auto," or
3. Damage to personal property contained in the "covered auto."

D. "Uninsured motor vehicle" means a land motor vehicle:

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:
  - a. with respect to "bodily injury," the limits for bodily injury liability coverage available for payment to the insured under all bodily injury liability bonds and insurance policies covering persons liable to the insured must be less than the "bodily injury" limit of liability for this coverage.
  - b. with respect to "property damage," its limit for property damage liability must be less than the minimum limit for property damage liability specified by the financial responsibility law of Ohio.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes "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."

The facts of the accident or intentional act must be proved. We will only accept independent corroborative evidence other than the testimony of an "insured" making a claim under this coverage, unless such testimony is supported by additional evidence.
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 resident of your household.
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. Owned by any governmental unit or agency, unless the owner or operator of the "uninsured motor vehicle" has:
  - a. immunity under the Ohio Political Subdivision Tort Liability Law; or
  - b. diplomatic immunity.

### Exclusions

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

1. By an "insured" while "occupying" a motor vehicle owned or operated by any "insured" which is not insured for this coverage under this policy. This includes a "trailer" or towed vehicle of any type used with that motor vehicle.
2. By an "insured" while "occupying" a motor vehicle owned or operated by you which is insured for this coverage on a primary basis under any other policy. This includes a "trailer" or towed vehicle of any type used with that motor vehicle.
3. By an "insured" when struck as a pedestrian by a motor vehicle owned or operated by you or a "family member". This exclusion (A.3.) does not apply to claims for wrongful death.

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. While "occupying" any "covered auto" when it 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 he or she is entitled to do so. Without limiting this exclusion, any person or "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 use a motor vehicle.
  4. For the first \$250 of the amount of the "property damage" to each "covered auto" as the result of any one accident.
- C. We do not provide Uninsured Motorists Coverage for "property damage" if the owner or operator of the "uninsured motor vehicle" cannot be identified.
- D. 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. worker's compensation law; or
    - b. disability benefits law.
  2. Any insurer of property.
- E. We do not provide Uninsured Motorists Coverage for punitive damages, exemplary damages, or restitution orders.

#### 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 liability shown in the Declarations for each person for Uninsured Motorists Bodily Injury Coverage 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. This limit for each person also includes, but is not limited to, all claims by others for emotional injury or mental anguish derived from witnessing the "bodily injury."
 

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Bodily Injury Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
  2. The limit of liability for Uninsured Motorists Property Damage Coverage for all damages resulting from any one accident will be the lesser of:
    - a. The limit of liability shown in the Declarations;
    - 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. 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. With respect to coverage for "bodily injury" under Section 2. of the definition of "uninsured motor vehicle," the limit of liability shall be reduced by all sums paid because of "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of this policy.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part D of 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.

#### Other Insurance

All stacking of Uninsured Motorist Bodily Injury coverage or Uninsured Motorist Property Damage coverage is precluded.

If there is other applicable insurance available to an "insured" 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. If coverage is provided for an "insured" under this 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 of liability for that coverage.

#### 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.
- Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
  1. Whether the "insured" is legally entitled to recover damages; and
  2. The amount of damages.

#### **Additional Duties**

A person seeking Uninsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the "insured" and the insurer of a vehicle described in Section 2. of the definition of "uninsured 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 "uninsured motor vehicle."
3. Notify the police within 24 hours of the accident when a hit-and-run vehicle is involved.

---

### **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 its equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "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 Comprehensive 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 "covered auto" shown in the Declarations.
- 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;	7. Malicious mischief or
2. Fire;	8. vandalism; riot or civil
3. Theft or larceny;	commotion;
4. Explosion or earthquake;	9. Contact with bird or
5. Windstorm;	animal; or
6. Hail, water, or flood;	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 resident of your household while in the custody of or being operated by you or any "family member"; or
  2. Any "auto" or "trailer" not owned by you or any resident of your household 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.
c. servicing;	

#### **Rental Reimbursement**

- A. 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 Comprehensive 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 Comprehensive Coverage is provided for any "covered auto."
    - b. "collision" only if the Declarations indicate that Collision Coverage is provided for any "covered 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 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 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 "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 any "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 devices;
b. telephones;	g. audio recording devices;
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", towed vehicle of any type, camper body, or motor home which is not shown in the Declarations; or
  - b. facilities or equipment used with such "trailer", towed vehicle of any type, 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 any person without a reasonable belief that he or she is entitled to do so. Without limiting this exclusion, any person operating a motor vehicle without a valid, in-force operator's license or permit cannot reasonably believe that he or she is entitled to use that motor vehicle.
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 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.
13. Loss to your "covered auto" or any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 12.
14. Loss to your "covered auto" or any "non-owned auto":
- a. competing in; or
  - b. practicing or preparing for;
  - c. located in a facility designed for the purpose of:
 

any prearranged or organized racing or speed, stunt driving, demolition, or motor vehicle driving contest.
15. 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.
16. Loss to any "covered auto" or any "non-owned auto," caused intentionally by or at the direction of you, a "family member," or any other resident of your household.
17. Loss to any "covered auto" or any "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 (17.) does not apply to a share-the-expense car pool.
18. Loss to personal effects or personal property including, but not limited to, clothes, luggage, tools, tapes, compact discs, and sports equipment.
19. Loss to any "covered auto" or any "non-owned auto," caused by explosives, other than the fluids necessary for the operation of a motor vehicle.
20. 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 (20.) does not apply to additional equipment specifically identified and declared on the application with a premium shown on the Declarations page.
- 21. Loss to a "covered auto" or a "non-owned auto" caused by or while operated by a
    - a. "family member";
    - b. resident of your household;
    - c. person who is not licensed to operated 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 a "covered auto" or a "non-owned auto" in any away arising out of or resulting from the illegal activities of an "insured."
  - 23. Loss to a "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.
  - 25. Loss to your "covered auto" or a "non-owned auto," while operated by any person shown as Excluded on the Declarations.

#### Limit of Liability

- A. Subject to any minimum value contained in the most recent publication of an "official used car guide" approved by the Insurance Commissioner, 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.
 However, the most we will pay for loss to:
  - 1. Any "non-owned auto" which is a "trailer" or a towed vehicle of any type is \$500.
  - 2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment and accessories, is \$500.
 Our payment for loss will be reduced by any applicable deductible shown in the Declarations. If loss to more than one "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. If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

We may settle any loss with you, the owner of the property, or any lien holder with an interest in the property.

#### 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 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.

**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 Part shall be paid, as interest may appear, either:

- (a) To you and any applicable loss payee listed in the Declarations for a loss to a "covered auto,"
- (b) To the owner of any "non-owned auto" and any lien holder of whom we have actual knowledge, or
- (c) At our sole discretion, if the "covered auto" or "non-owned auto" is not a total loss, we may make payment to you and the repairer of the vehicle.

The loss payee has no greater rights under this policy than you. Where coverage is denied to you, coverage is also denied to the loss payee. Where coverage is denied to you, coverage is also denied to the owner of any "non-owned auto." 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. If this policy is rescinded or voided due to your material misrepresentation in the application process, the interests of the loss payee will not be protected.

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.
  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, 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 statements, while not in the presence of any other "insured" as defined for the coverage at issue, and subscribe the same. This includes allowing us to take signed or recorded statements, including statements under oath. Each person seeking coverage shall answer all questions we ask, and produce all documentation we require.
  5. Authorize us to obtain medical reports and other pertinent records.
  6. Submit a sworn 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 and each person seeking coverage under this policy must send us copies of the legal papers within 24 hours, or as soon as practicable, if a suit is brought.
- E. A person seeking coverage under Part D: 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.

---

**Part F: General Provisions**

---

By acceptance of this policy, you affirm and agree that:

1. This insurance policy is issued in reliance upon your statements made in the insurance application;
2. Your statements made in the insurance application are true and complete;
3. Your statements made in the insurance application are incorporated into and form a part of this insurance policy;
4. Your statements as reflected on the Declarations and all endorsements, are incorporated into and form a part of this insurance policy;
5. The insurance application, Declarations and all endorsements, are incorporated into and form a part of this policy;
6. Any material misrepresentation on your part shall render this insurance policy null and void from inception; and
7. This insurance policy embodies all agreements existing between you and us.
8. You have the affirmative duty to advise us in writing of any change in circumstance or in the information you supplied to us on your application.

### **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. You have the affirmative duty to advise us in writing of any change in circumstance or in the information you supplied to us on your application. 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 person who has made materially false or fraudulent statements or engaged in fraudulent conduct in connection with:

- A. The application for this policy,
- B. Any renewal of this policy,
- C. Any endorsement to the policy,
- D. Any reinstatement of this policy; or
- E. Any claim, 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. The person to whom we make payment shall:
  1. Do whatever is necessary to enable us to exercise our rights; and
  2. Do nothing after loss to prejudice those rights.

Our rights in this paragraph (A.) do not apply under Part D against any person using your "covered auto" with your express or implied permission.

Our rights in this paragraph (A.) do not apply with respect to Uninsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between the "insured" as defined in that Part and the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle"; and
2. Fail to advance payment to the "insured" as defined in that Part of an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" as defined in that Part of an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage.
2. We also have a right to recover the advanced payment.

- 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.
- C. We shall be entitled to recovery under paragraph A. or B. only after the person to or for whom payment is made has been fully compensated for damages.

#### **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 90 days this policy is in effect and this is not a renewal or continuation policy; or
    - b. at least 30 days notice in all other cases.
  3. After this policy is in effect for 90 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 during the policy period.
 

However, in the event that the driver's license of:

      - (1) any person who lives with you; or
      - (2) any driver who customarily or regularly uses any "covered auto";
 has been suspended or revoked, we may issue an endorsement providing that coverage will not be afforded to that named person; or
    - c. at our option, if the policy was obtained through material misrepresentation.
- B. **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 last known by us. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 1 year, or written without a fixed expiration date, we will have the right not to renew or continue it only at each annual anniversary of its original effective date.
- C. **Automatic Termination.** 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. 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. The premium refund, if any, will be computed according to our manuals.
  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.

**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 affect the premium development.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

---

**Non-owner Coverage Endorsement**


---

**14 PA OH NO (09/14)**

This endorsement applies only if Form 14 PA OH NO (09/14) is indicated on the Declarations page.

In consideration of the premium charged, coverage under this policy applies only to the named insured's operation or use of any "auto" not owned by you, or any resident of your household. Policy coverage for the named insured's operation or use of any "auto" to which the named insured acquires ownership after the inception of this policy is defined below.

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 listed as the named insured in the Declarations.

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

"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 the newly acquired vehicle.

**Part A: Liability Coverage**

Part A is amended as follows:

A. Paragraph 1. of the definition of "insured" is amended and revised to:

- 1.a. You, for the operation, maintenance or use of any "auto" not owned by you or a resident of your household; and any "trailer" not owned by you or a resident of your household while attached to that "auto,"
- 1.b. You, for the operation, maintenance or use of any "covered auto."

B. The Exclusion Section is amended as follows:

1. Exclusions A.3. and A.4. 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."
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. The exception to Exclusion C.3. is replaced by the following:  
This exclusion (C.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.

**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 Exclusion 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: 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 or which causes "bodily injury" without hitting:
    - a. You;
    - b. A vehicle which you are "occupying" that is not owned by you or a resident of your household; or
    - c. your "covered auto."

---

## Business Use Endorsement

---

In consideration of the premium charged and the Named Insured's disclosure regarding an acceptable business use of one or more "covered auto" as designated in the Declarations, the above numbered policy is amended and revised as follows:

### Part A: Liability Coverage

Exclusion A.4. regarding business use of any vehicle shall not apply to that business use of an "auto" by you or a "family member" disclosed, on the application or an endorsement request, and for which a business use surcharge has been paid prior to the date of loss.

### Part B: Medical Payments (Excess Only)

Exclusion 10 regarding business use of any vehicle shall not apply to that business use of an "auto" by you or a "family member" disclosed, on the application or an endorsement request, and for which a business use surcharge has been paid prior to the date of loss.

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

Exclusion 13 regarding business use of any vehicle shall not apply to that business use of an "auto" by you or a "family member" disclosed, on the application or an endorsement request, and for which a business use surcharge has been paid prior to the date of loss.

The above listed exclusions remain in full force and effect as to business use of any "auto" by a person other than "you" or a "family member".

The above listed exclusions remain in full force and effect as to all persons for any business use other than that disclosed, on the application or an endorsement request, and accepted by us prior to the date of loss.

All other exclusions remain in full force and effect.

## IMPORTANT NOTICE:

---

### Rating information Statement

---

14 PA OH RS (04/11)

The following factors will be used to determine rates for your Personal Automobile Policy:

#### Territory

Both garaging address and/or mailing address may be considered in the rating the vehicle. Also, if the vehicle is customarily driven by a student who resides in a different territory, that territory may be used. See your agent for a complete list of territories.

#### Driver Classification

Age is determined by birthday. If a driver's birthday falls within thirty (30) days of the term effective date, we will rate on the new age. However, if a policy renews late, we will use the age of the driver as of the effective date of the late renewal.

To qualify as married, the insured and spouse must be legally married and reside in the same household. Drivers over age 70 must submit a medical certification in order to avoid a policy surcharge.

#### Driving Record

Points are charged for each driver for each violation, conviction or at-fault accident occurring during the 36 months preceding the policy effective date. However, if a point charge will fall off within thirty (30) days of the term effective date, we will waive those points.

When multiple violations are issued for the same occurrence, we will charge only for the violation that develops the highest total point count.

#### Symbols

Industry standard (ISO) symbols are used for both liability and physical damage.

#### Model Year

Each vehicle is rated on the model year assigned by the manufacturer.

#### Discounts

The following discounts are available: Homeowner, Advance Quote, Transfer, Multi-car, EFT, Senior Driver, Standard Carrier, Paid in Full, Named Non-owner, Anti-Theft, Renewal, Paperless.

#### Tier Classification

The following will be used in tier assignment: Prior insurance and days of lapsed coverage, prior limits, and credit tier.

**Coverage**

Includes description of coverage, limits, deductibles, and premium.

**Retention Scoring**

A retention score will be calculated based on various rating elements. This score will be calculated at new business and remain for the life of the policy.

**Additional information**

The following information will appear if applicable: an SR-22 filing, business use, ineligible risk, and payment plan surcharges.

**IMPORTANT NOTICE:**

---

**Calculation of Premium Refunds**

---

**14 OH PA RF (11/08)**

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.

If you cancel your policy, we will calculate the unearned portion on a pro rata basis. If the policy is canceled due to your nonpayment of premium, we will consider the policy to be canceled at your request, and we will compute the premium refund on a pro rata basis.

**IMPORTANT NOTICE:**

---

**Privacy Notice**

---

**14 US AL PN (04/11)****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.