

# Arkansas

## PERSONAL AUTO POLICY

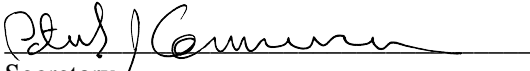
POLICY FORM

# TRADERS INSURANCE COMPANY

HOME OFFICE:  
9300 Troost Avenue  
Kansas City, MO. 64131

**Please read the policy carefully. Contact the Company if there is an accident.**  
(See "INSURED'S DUTIES" in the policy.)

In witness therefore, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless signed by our authorized representative.

  
Secretary

  
President

# PERSONAL AUTO POLICY INDEX

**The Index shows the page where the section begins. The section may continue to additional pages.**

<b>AGREEMENT</b>	Page	3	Exclusions	Page	18
			Coverage Limits	Page	18
<b>IMPORTANT NOTICES</b>	Page	3			
<b>GENERAL DEFINITIONS</b>	Page	3	<b>UNINSURED MOTORIST COVERAGE</b>		
<b>LIABILITY COVERAGE</b>			Insuring Agreement	Page	18
Insuring Agreement	Page	6	Additional Definitions	Page	18
Additional Definitions	Page	7	Exclusions	Page	19
Exclusions	Page	7	Coverage Limits	Page	20
Additional Benefits	Page	8	Other Insurance	Page	20
Coverage Limits	Page	8	Insured's Duties Under This Part	Page	20
Other Insurance	Page	9	<b>UNDERINSURED MOTORIST COVERAGE</b>		
Out Of State Coverage	Page	9	Insuring Agreement	Page	21
Compulsory Insurance Laws	Page	9	Additional Definitions	Page	22
<b>MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, AND ACCIDENTAL DEATH COVERAGE</b>			Exclusions	Page	22
Insuring Agreements	Page	10	Coverage Limits	Page	23
Additional Definitions	Page	10	Other Insurance	Page	23
Determining Reasonable Medical Expenses – Medical Payments Coverage	Page	11	Insured's Duties Under This Part	Page	23
Exclusions	Page	11	<b>INSURED'S DUTIES</b>	Page	24
Coverage Limits	Page	12	<b>STANDARD POLICY TERMS</b>		
Nonduplication	Page	13	Bankruptcy	Page	25
Other Insurance	Page	13	Changes, Communication And Authority of Named Insureds And Spouses	Page	25
Payment Options	Page	13	Fraud, Misrepresentations and Omissions	Page	26
Non-assignability	Page	13	Legal Action Against Us	Page	26
<b>PHYSICAL DAMAGE COVERAGE</b>			Subrogation and Our Right To Recover Payment	Page	26
Insuring Agreement	Page	13	Policy Period and Territory	Page	26
Additional Definitions	Page	14	Termination	Page	26
Exclusions	Page	14	Cancellation	Page	27
Additional Benefits	Page	16	Non-renewal	Page	27
Coverage Limits and Loss Payment	Page	15	Automatic Termination	Page	27
No Benefit to Bailee	Page	16	Acceptance of Late Premium Payments	Page	27
Appraisal	Page	17	Other Billing and Termination Provisions	Page	28
Property With Liens	Page	17	Transfer Of Your Interest In This Policy	Page	28
<b>RENTAL REIMBURSEMENT COVERAGE</b>			Dishonored Checks, Payments, Or Transactions	Page	28
Insuring Agreement	Page	17	Delivery Rules	Page	29
Additional Definitions	Page	17	Mailing and Electronic Delivery of Notices	Page	29
Exclusions	Page	17	Electronic Access of Policy Documents	Page	29
Coverage Limits	Page	17	Financial Responsibility Disclaimer	Page	29
<b>SPECIAL EQUIPMENT COVERAGE</b>			Choice Of Law	Page	30
Insuring Agreement	Page	17	<b>IMPORTANT POLICYHOLDER INFORMATION</b>	Page	30
Additional Definitions	Page	18			

**Changes may be made to your policy by endorsement. All of the endorsements to your policy are shown on the declarations. Make certain to read the endorsements in addition to the Personal Auto Policy.**

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## AGREEMENT

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Subject to the terms of this policy, **we** agree to provide the coverages shown on the **declarations** up to the limits of liability for losses that occur during the policy term shown on the **declarations**, but only if **you** pay **your** premium payments when due. This policy consists of the most recently issued **declarations**, this Personal Auto Policy, addendums, the application, and any endorsements shown on the **declarations**.

This policy contains all of the agreements between the **named insured** and **us**.

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## IMPORTANT NOTICES

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**You** and any **person** who might seek coverage under this policy should read this policy very carefully and call **us** with any questions. The scope of each coverage part is materially limited or eliminated when:

1. A **named insured** does not **own** any **car** shown on the **declarations**.
2. The **person** driving a **car** is not shown on the **declarations** as a **rated driver**.
3. The **car** involved in an **accident** is not shown on the **declarations**, but **you**, a **resident relative**, or a **household member** has an **interest** in the **car** or the **car** is available or furnished for the regular use of **you**, a **resident relative**, or a **household member**.

When **you** applied for insurance, **you** promised the information on **your** application was true and correct. **We** issued this policy based upon the information **you** provided. This policy contains terms that allow **us** to cancel, amend, change, reform, or void the policy if any such information was false.

**Any person who knowingly presents a false or fraudulent claim for payment or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and incarceration.**

**Any insurer having reason to believe a fire loss in which it has an interest may be of other than accidental cause shall notify an authorized agency in writing. Any insurer providing information to an authorized agency shall notify its insured in writing of such an action no later than ninety (90) days after the action is taken. A copy of the report furnished to the authorized agency shall be furnished to the insured upon commencement of a civil action or criminal prosecution. Absent actual malice, any insurer, or person acting on its behalf, shall be immune from liability in any civil or criminal proceeding for any statement made or action required by Arkansas Code Annotated § 12-13-303.**

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## GENERAL DEFINITIONS

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Certain words in this policy have been placed in bold italics. Such words have the meanings set forth herein, unless specifically defined in the **Additional Definitions** section of the coverage being sought. The definition of such word in this **Additional Definitions** section of the coverage being sought will replace the **General Definition** of the word for that coverage only.

**Accident** – means any of the following:

1. An event occurring without one's foresight or expectation.
2. An event resulting from an unknown cause.
3. An unusual effect of a known cause which is not expected.

**Actual Cash Value** – means the fair market value of any tangible property immediately before its loss taking into consideration items such as, but not limited to, the age, mileage, options, pre-loss condition, cosmetic detriments, tire tread depth, un-repaired damage or maintenance items, along with the value of similar property in the marketplace.

**Automobile Related Business** – means a business, trade, profession, or occupation where the purpose is to rent, sell, lease, park, repair, service, store, or transport motor vehicles or trailers of any type.

**Bodily Injury** – means bodily harm to a **person's** body and the physical sickness, physical disease, or death resulting from such harm.

**Business Related Use** – means the use of a **car**, including, but not limited to, any of the uses described below in the performance of any business, trade, profession, occupation, or employment or while receiving compensation or consideration of any type:

1. **Automobile related business.**
2. **Delivery related business.**
3. Snow removal.
4. Calling on accounts, customers, or prospective customers.

5. Hauling equipment, goods, animals, supplies, or people.
6. Picking up, transporting, or delivering any goods, **person** or **persons**, animals, materials, products, or packages.
7. Driving to more than one location per day.
8. Allowing another **person** to use a **car**.

**Car or Cars** –

1. Means a private passenger **motor vehicle** with four (4) wheels that is designed for use on public roads. However, **car** does not include any of the following:
  - A. Any **motor vehicle** used as a dwelling or other premises.
  - B. Any **motor vehicle** having more than four (4) wheels or a gross vehicle weight of over ten thousand (10,000) pounds.
  - C. Any **motor vehicle** having less than four (4) wheels or operating on tracks or crawler treads.
  - D. All-terrain vehicles, dune buggies, go-carts, forklifts, front-loaders, golf carts, motorized bicycles, riding garden tractors, farm tractors, other farming equipment or any similar vehicle.
  - E. Any **motor vehicle** not licensed for use on public roads.
2. If **we** permit **you** to list a **motor vehicle** on the **declarations** that does not otherwise satisfy the requirements of a **car** under paragraph 1 of this definition, then such **motor vehicle** will be considered a **car** under the policy. No other **motor vehicle** that does not satisfy the requirements of paragraph 1 above shall be considered a **car**.

**Compulsory Insurance Law** – means a law requiring a minimal level of financial responsibility or insurance coverage to own, operate, or allow others to operate a motor vehicle in the jurisdiction in which coverage under this policy is sought. This definition includes motor vehicle financial responsibility laws, compulsory insurance laws, and all other laws with similar purposes.

**Declarations** – means the page where **we** list the **named insured, cars, rated drivers, excluded drivers**, coverages, and other information. **We** may issue other documents, including but not limited to, notices of any kind instead of replacement **declarations** as evidence of **your** policy being renewed or reinstated. The **declarations** should not be read in isolation because it is only one of the many documents forming the policy. To understand the coverages provided under this policy, it is important that you read the Personal Auto Policy, **declarations**, addendums, and policy endorsements.

**Delivery Related Business** – means the use of a **car** to carry anything for compensation or consideration of any type. This includes but is not limited to, taxi-type or delivery services. This includes any time when the **insured** is logged into a transportation digital network regardless of whether the **insured** is engaged in a prearranged ride. This definition does not include shared-expense car pools.

**Excluded Driver** – means any **person** listed on the **declarations** and designated as excluded.

**General Consent** – means authorization by the **owner** of a **motor vehicle** to a **person** for use of the **motor vehicle** on one or more occasions without first needing permission for each use. General consent can be express or implied.

**Household Member** – means any **person** who resides with **you** and is not a **resident relative**.

**Insured** – is defined in each coverage part.

**Interest** – means a **person** is shown on the title of a **motor vehicle**, has **general consent** to use a **motor vehicle**, or has an ownership or security interest in a **motor vehicle**.

**Motor Vehicle** – means a self-propelled vehicle which is designed for use upon a highway. This does not include trailers designed for use with such vehicles, traction engines, road rollers, farm tractors, tractor cranes, power shovels, well drillers and motorized bicycles, and every vehicle which is propelled by electric power obtained from overhead wires but not operated upon rails.

**Named Insured** – means only the **person** specifically shown on the **declarations** as the “Named Insured” and does not include any other person, even if such other person is shown on the **declarations** or application for coverage as an **insured, secondary insured, additional insured, applicant, driver, operator, resident relative, household member, spouse, rated driver, or excluded driver** on the **declarations** or application for coverage.

**Newly Acquired Car** -

1. Means a **car** newly **owned** by **you**, but only if all the following conditions have been satisfied:
  - A. The date **you** became the **owner** is during the policy period shown on the **declarations**.
  - B. **You** request **we** insure such **car** within 30 days after the date **you** became the **owner**.

- C. **You** pay any additional premium due on or before the due date.
  - D. On the date **you** become the **owner** of the **car**, **we** insure all other **cars** in which **you** have an **interest**.
  - E. No other policy, including any binder, issued by **us** or any other company extends coverage to the **car**.
2. A **car** that satisfies the requirements of paragraph 1 and replaces a **car** shown on the **declarations** will have the same coverage as the **car** it replaces. Any request for coverages on the replacement **car** that were not on the replaced **car** will be effective as of the date and time of the binding of the endorsement for said coverages.
  3. A **car** that satisfies the requirements of paragraph 1 and is in addition to all **cars** shown on the **declarations** will have the broadest coverage **we** provide to any **car** shown on the **declarations**. A **car** that satisfies the requirements of paragraph 1 when no **car** is shown on the **declarations** will have the same coverages as shown on the **declarations**.
  4. A **car** that does not satisfy the requirements of paragraph 1 never becomes a **newly acquired car**.
  5. Even if a **car** satisfies the above requirements of paragraph 1, **we** retain the right to reject the request to add the **car** to the policy.

**Non-Owned Car –**

1. Means a **car** that satisfies all of the following requirements:
  - A. **You** or a **resident relative** who is a **rated driver** is in lawful possession of the **car**.
  - B. **You** or a **resident relative** who is a **rated driver** have express permission of the **owner** of the **car** to use the **car**.
  - C. None of the following **persons** have an **interest** in such **car**:
    - (i) **you**.
    - (ii) a **resident relative**.
    - (iii) a **household member**.
    - (iv) an employer of any **person** described in (i) through (iv).
  - D. The **car** is not covered by any other insurance policies or benefits.
2. If a **car** qualifies as both a **non-owned car** and a **temporary substitute car**, then it is considered a **temporary substitute car** only.

**Occupying** – means in, getting into, or getting out of a **car**, but only as long as there is physical contact with the **car**.

**Own or Owns or Owned** - means that a **person** satisfies one of the following:

1. The **person** is listed as a legal **owner** on a **motor vehicle** title or registration and has legal possession of the **motor vehicle**.
2. The **person** has legal possession of a **motor vehicle** evidenced by a written purchase agreement.
3. The **person** has legal possession of a **motor vehicle** leased to that **person** under a written lease agreement with a licensed car leasing company for a continuous period of at least six (6) months. However, **owned** does not include leases with individuals or agreements with a business entity whose primary business includes the rental of motor vehicles.

**Owner** – means a **person** who **owns** a **motor vehicle**.

**Person** – means a human being.

**Property Damage** – means physical damage to or destruction of tangible property.

**Punitive or Exemplary Damages** – means damages imposed to punish a wrongdoer and deter others from similar conduct.

**Rated Driver** – means a **person** listed on the **declarations** and not designated as an **excluded driver**.

**Resident Relative**- means any **person** who resides with **you** on a continuous, uninterrupted basis for at least sixty (60) days before any loss and is one of the following:

1. **Your** child, parent, or minor sibling by blood, marriage, or adoption.
2. **Your** ward or foster child.

**Secondary Insured** - means only the **person** specifically shown on the **declarations** as a “secondary insured” and does not include any other **person**, even if they are shown on the **declarations** or the application for coverage as an **insured**, applicant, operator, **resident relative**, **spouse**, driver, **rated driver**, or **excluded driver**.

**Special Equipment** – means any equipment not manufactured by the manufacturer of the **car** for the make, model, and model year shown on the **declarations** and includes all aftermarket parts and accessories. In order to qualify for coverage, “special equipment” must be specifically listed on a Special Equipment Schedule noted on the policy.

**Spouse** – means a **person** who resides with the **named insured** and who has a marriage license issued by a governmental body evidencing the spousal relationship between said **person** and the **named insured**.

**Temporary Substitute Car** –

1. Means a **non-owned car** used with the express permission of the **owner**, that satisfies all of the following requirements:
  - A. It substitutes for a **car** listed on the **declarations**.
  - B. The **car** it substitutes for is in the custody and control and being serviced by a licensed business holding itself out to the public as repairing and servicing cars.
  - C. The **person** operating the **car** does not have any **interest** in the **car**.
2. A **car** ceases being a **temporary substitute car** after used for that purpose for more than 30 days during any calendar year.
3. **General consent** to use a **non-owned car** shall not prevent it from being a **temporary substitute car** so long as such **general consent** did not exist prior to the servicing of the **car** for which it is substituting.

**Trailer** – means a trailer with a gross weight less than 2,000 pounds designed to be towed by a **car** while pulled on public roads so long as it's not used for any of the following:

1. Any **business related use**.
2. As a home, office, store, display, or for carrying passengers.

Gross weight means the empty trailer weight plus maximum cargo weight the trailer is designed to safely transport.

**Use or Using** - means physically controlling or attempting to physically control the movements of a **car**.

**We, Us** and **Our** - means the company listed on the **declarations** as providing this policy.

**You** and **Your** – means the first **person** shown on the **declarations** as the **named insured**. “You” and “Your” also means the **spouse** of the first **person** shown on the **declarations** as the **named insured**, but only if all of the following are met:

1. The **spouse** is a **rated driver**.
2. All **motor vehicles owned** by the **named insured**, the **spouse**, and both are shown on the **declarations**.
3. All **motor vehicles** the **named insured**, **spouse**, and both have an **interest** are shown on the **declarations**.
4. At least one **car** shown on the **declarations** is **owned** by the **named insured** or the **spouse**.

**Your Car** – when these two words are together it shall mean the **car** or **cars** shown on the **declarations**.

\*If any of the words defined above appear in this policy and are not in bold italics they shall be read to have their common meanings as generally used in the English language.

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### LIABILITY COVERAGE

*You* only have this coverage up to the limits of liability shown on the **declarations**.

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#### **Insuring Agreement**

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **LIABILITY COVERAGE** including, but not limited to, **Additional Definitions**, **Exclusions**, and **Coverage Limits**, **we** will pay damages, excluding **punitive** or **exemplary damages**, an **insured** becomes legally liable to pay because of **bodily injury** or **property damage** caused by a **car accident**.

1. If a duly licensed automobile dealer provides a **car** to **you** or a **resident relative** as a temporary substitute for **your car** because of breakdown, repair, or servicing, **LIABILITY COVERAGE** shall extend to the provided **car** only to the extent coverage would have extended to the **car** broken down, being repaired or serviced.
2. If a duly licensed automobile dealer provides a **car** to **you** or a **resident relative** for use as a demonstrator, **LIABILITY COVERAGE** shall extend to the provided **car** only to the extent coverage would have extended to **your car**.
3. If a **car** is rented or leased to **you** or a **resident relative** by a **rental company**, **LIABILITY COVERAGE** shall extend to the loaned **car** only to the extent coverage would have extended to **your car**. A **rental company** means a **person** or entity in the business of providing private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.
4. With respect to damages payable under this **LIABILITY COVERAGE** **we** have the right to:
  - A. Investigate any claim or lawsuit for **bodily injury** or **property damage**.
  - B. Defend any **insured** or **person** seeking coverage under this policy with attorneys **we** choose.
  - C. Negotiate and settle any claim or lawsuit for **bodily injury** or **property damage** covered under this policy.
  - D. Appeal any award or legal decision.

## Additional Definitions

### *Insured:*

1. If there are one or more *cars* shown on the *declarations* and *you own* any of them, then *insured* as used in this **LIABILITY COVERAGE** means:
  - A. *You* for the ownership, maintenance, or *use* of:
    - i. *Your car*.
    - ii. *A newly acquired car*.
    - iii. *A non-owned car*.
    - iv. *A temporary substitute car*.
    - v. *A trailer you own* while pulled by *your car*, a *non-owned car*, a *temporary substitute car*, or a *newly acquired car*.
  - B. A *resident relative* who is a *rated driver* and who does not have any *interest* in a *motor vehicle*, for the maintenance or *use* of:
    - i. *Your car*.
    - ii. *A newly acquired car*.
    - iii. *A non-owned car*.
    - iv. *A temporary substitute car*.
    - v. *A trailer you own* while pulled by *your car*, a *non-owned car*, a *temporary substitute car*, or a *newly acquired car*.
  - C. Any *person* who is a *rated driver* (including *resident relatives* who have an *interest* in a *motor vehicle*) for the maintenance or *use* of:
    - i. *Your car*.
    - ii. *A newly acquired car*.
    - iii. *A temporary substitute car*.
  - D. Any other *person*, with *your* express permission, for the maintenance or *use* of:
    - i. *Your car*.
    - ii. *A newly acquired car*.
2. If there are one or more *cars* shown on the *declarations*, but *you* do not *own* any of them, then *insured* as used in this **LIABILITY COVERAGE** means:
  - A. The first *person* shown on the *declarations* as the *named insured* for the maintenance or *use* of:
    - i. *Your car*.
    - ii. *A newly acquired car*.
    - iii. *A non-owned car*.
    - iv. *A temporary substitute car*.
    - v. *A trailer you own* while pulled by *your car* or a *newly acquired car*.
  - B. Any *rated driver*, with *your* express permission, for the maintenance or *use* of:
    - i. *Your car*.
    - ii. *A newly acquired car*.
    - iii. *A temporary substitute car*.
3. If no *car* is shown on the *declarations*, then *insured* as used in this **LIABILITY COVERAGE** means the only first *person* shown on the *declarations* as the *named insured* for the maintenance or *use* of:
  - A. *A non-owned car*.
  - B. *A newly acquired car*.
4. If a *newly acquired car* is added to the policy after the time of the *accident*, and the *newly acquired car* is not involved in the *accident*, then the definition of *insured* will be determined based on the ownership of the *cars* on the *declarations* at the time of the *accident*.

## Exclusions

We do not provide coverage or benefits under **LIABILITY COVERAGE** for any of the following:

1. *Bodily injury or property damage* caused by intentional acts of any *insured* or at the direction of any *insured*. The intended and unintended results of such acts are not covered.
2. *Bodily injury or property damage* caused by a *person* who is not a *rated driver*, but is a *resident relative* or *household member*.
3. *Property damage* to property owned by, rented to, used by, in the care of, or transported by any *insured*. This exclusion shall not apply to coverage for a rented residence or rented private garage.
4. *Bodily injury or property damage* occurring when a *car* is used in a *business related use* unless (i) we have charged an additional premium for the *business related use* of *your car*, and (ii) the *business related use* does not involve a *delivery related business* or *automobile related business*. This exclusion shall not apply to use of a *car* in a car pool on a shared expense basis so long as the *insured* is not otherwise engaged in a *business related use*.
5. *Bodily injury or property damage* resulting from any use of a *car* without the *owner's* express or implied permission.

6. The operation of any *car* that an *insured* has an *interest* in or is available or furnished for that *insured's* regular use. This exclusion shall not apply to *your car* or a *newly acquired car*.
7. The operation of any *car* that a *resident relative* or *household member* has an *interest* in or for any *car* that is furnished or available for that *person's* regular use. This exclusion shall not apply to *your car* or a *newly acquired car*.
8. **Bodily injury** to any employee or fellow employee of an *insured* while engaged in the employment of the *insured*, arising out of his or her employment, or from any other *business related use*. This exclusion shall not apply to **bodily injury** to a domestic employee that is neither covered nor required to be covered under workers' compensation law.
9. **Bodily injury** or **property damage** resulting from:
  - A. Any pre-arranged, organized or any other type of racing, speed or demolition contests.
  - B. Any stunting activity performed in, at, or upon a public or private street, highway, track or other facility or location.
  - C. Any practice or preparation for any activity constituting A. or B., above.
10. **Punitive** or **exemplary damages**, damages for aggravating circumstances, or any other type of damages that may be imposed to punish wrongdoers or deter others from similar conduct.
11. **Bodily injury** or **property damage** to *you* or to any *person* who is:
  - A. Related to *you* by blood, marriage, or adoption.
  - B. *Your* ward or foster child.
12. **Bodily injury** or **property damage** to an *insured* or to any *person* who is:
  - A. Related to that *insured* by blood, marriage, or adoption.
  - B. Is the ward or foster child of that *insured*.
13. **Bodily injury** or **property damage** sustained in the commission of a crime or while eluding apprehension by a law enforcement official.
14. **Bodily injury** or **property damage** arising from any claim for negligent entrustment of any *car*.
15. Any liability of an *insured* assumed under any contract or agreement.
16. **Bodily injury** or **property damage** for which the United States of America or any state, county, or municipality is liable for the *insured's* use of a *motor vehicle*.
17. **Bodily injury** or **property damage** covered under a nuclear energy liability policy.

If applicable *compulsory insurance laws* limit the application of an exclusion, the exclusion shall continue to apply to all other coverages otherwise afforded under this policy, including, but not limited to:

1. Any liability limits in excess of those required under the law.
2. Attorney fees.
3. **Additional Benefits.**

### **Additional Benefits**

In addition to *our* limit of liability:

1. If *we* exercise *our* right to defend, *we* will pay attorney fees for attorneys *we* choose to defend an *insured* sued for damages covered under this **LIABILITY COVERAGE** and taxable court costs arising in a lawsuit *we* defend. Payment of attorney fees and taxable court costs will end when the applicable limits of **LIABILITY COVERAGE** are exhausted by any means, including but not limited to, settlement, payment on a judgment, or deposit into court. *We* have no duty to pay attorney fees for claims not covered under this **LIABILITY COVERAGE**.
2. *We* will pay on behalf of an *insured* interest accruing after a judgment against an *insured*, but only that part of the judgment that does not exceed *our* limit of liability shown on the *declarations*. *Our* obligation to pay interest terminates when *we* pay, offer to pay, or deposit into court that part of the judgment that does not exceed *our* limit of liability reflected on the *declarations*. Such interest shall only be payable if *we* defended the action resulting in the judgment. *We* have no duty to pay any prejudgment interest, or other interest that is not post judgment interest on the amount *we* owe.
3. *We* will pay up to one-hundred dollars (\$100) per day to *you* for *your* loss of earnings, but not other income, because of employment missed at *our* request.
4. *We* will pay other reasonable expenses incurred at *our* request.

### **Coverage Limits**

1. The liability coverage limits for **bodily injury** and **property damage** are shown on the *declarations*.
2. The limit for each *person* making a claim against an *insured* for **bodily injury** liability is *our* maximum limit of liability for all damages for **bodily injury** to one *person* in any *car accident*, including all damages sustained by other *persons* because of that **bodily injury** such as loss of consortium or other derivative claims. The limit for any *car accident* for **bodily injury** liability is *our* maximum limit of liability, subject to the limit for each *person*, for all damages for **bodily injury** to two or more *persons* injured in the *car accident*. The limit for **property damage** shown on the *declarations* is the most *we* will pay for all damages to property in any *car accident*.
3. The limits of liability shown on the *declarations* for **bodily injury** and **property damage** are the most *we* will pay regardless of the number of:



- A. *Insureds*.
  - B. Claims made or lawsuits brought.
  - C. *Cars* insured under this policy.
  - D. Premiums paid.
  - E. *Cars* involved in any *car accident*.
4. *We* will not pay any damages or expenses under **LIABILITY COVERAGE** that have already been paid under **UNINSURED MOTORIST COVERAGE, UNDERINSURED MOTORISTS COVERAGE, PERSONAL INJURY PROTECTION COVERAGE** or any other coverage or benefit of any policy *we* issued to *you* or a *resident relative* unless such payments are otherwise required under applicable law.
  5. If this policy insures two or more *cars*, or if any other automobile insurance policy issued to *you* by *us* applies to the same *car accident*, the maximum limit of *our* liability shall not exceed the highest limit applicable to any one *car*. IN NO EVENT SHALL THE LIMIT OF LIABILITY APPLICABLE TO TWO OR MORE *CARS* OR TWO OR MORE POLICIES BE ADDED TOGETHER, COMBINED, OR STACKED TO DETERMINE THE LIMIT OF INSURANCE COVERAGE AVAILABLE TO *YOU* OR ANY *INSURED*.

#### Other Insurance

1. If **LIABILITY COVERAGE** provided by this policy and one or more other liability policies issued by *us* to *you* or any *resident relative* apply to the same *car accident*, then the maximum amount *we* will pay from all liability coverage of such policies is the single highest applicable liability limit of such policies. *We* will not add the **LIABILITY COVERAGE** limits of such policies together to determine the most *we* will pay.
2. If there is liability coverage provided by another insurance company, then any **LIABILITY COVERAGE** provided by *us* is excess over all other such liability insurance.
3. The **LIABILITY COVERAGE** provided by this policy applies as primary coverage for the ownership, maintenance, or use of *your car* or a *trailer* attached to it. The **LIABILITY COVERAGE** provided by this policy also applies as primary coverage for:
  - A. The maintenance or use of a *car* loaned to *you* or any *resident relative* by a duly licensed automobile dealer as a *temporary substitute car*.
  - B. A *car* loaned to *you* or any *resident relative* by a duly licensed automobile dealer for use as a demonstrator *car*.
  - C. A *car* rented or leased to *you* or any *resident relative* from a rental company. A rental company is a *person* or entity in the business of providing private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.
4. In all other instances where there is Liability Coverage provided by another source, then any **LIABILITY COVERAGE** provided by *us* is excess over all other such Liability Coverage.
5. If this policy is the only liability policy issued by *us* to *you* or any *resident relative* that provides **LIABILITY COVERAGE** for the *accident* as primary coverage and there is primary Liability Coverage for the same *accident* from sources other than *us*, then *we* will pay the proportion of damages payable as primary that *our* applicable limit bears to the sum of our limit and the limits of all other coverages that apply on a primary basis.
6. If there is more than one policy issued by *us* to *you* or any *resident relative* that provides **LIABILITY COVERAGE** for the *accident* as primary coverage and there is primary Liability Coverage for the same *accident* from sources other than *us*, then *we* will pay the proportion of damages payable as primary that the maximum amount that may be paid by *us* bears to the sum of such amount and the limits of all other coverages that apply on a primary basis.
7. If this policy is the only policy issued by *us* to *you* or any *resident relative* that provides **LIABILITY COVERAGE** for the *accident* as excess coverage and there is excess Liability Coverage for the same *accident* from sources other than *us*, then *we* will pay the proportion of damages payable as excess that *our* applicable limit bears to the sum of *our* applicable limit and the limits of all other liability coverages that apply on an excess basis.
8. If there is more than one policy issued by *us* to *you* or any *resident relative* that provides **LIABILITY COVERAGE** for the *accident* as excess coverage and there is excess Liability Coverage for the same *accident* from sources other than *us*, then *we* will pay the proportion of damages payable as excess that the maximum amount that may be paid by *us* bears to the sum of such amount and the limits of all other coverages that apply on an excess basis.

#### Out of State Coverage

If an *insured's* liability arises out of the maintenance or use of a *car* in a state other than the garaging location listed on the first *declarations we* issued, but within the policy territory, and such *insured* becomes subject to that state's *compulsory insurance law* as a nonresident, then all of the following will apply:

1. This policy will provide the minimum coverages required by such state's law for a non-resident.
2. The coverage provided replaces and is in lieu of any such coverage under this policy.

#### Compulsory Insurance Laws

*We* will pay any claim that a *compulsory insurance law* requires *us* to pay, without regard to the terms of this policy, but *we* will only pay those benefits and limits required by such law to the extent there is no other insurance that satisfies such

requirements. *We* will not pay any other coverage, benefit, or limit that the *compulsory insurance law* does not otherwise require. This limit on *our* payment obligation applies even if the obligation arises because *we* certified this policy as proof of financial responsibility under state law. *We* reserve the right to seek recovery for such payments from *you* and any *person* or *persons* responsible for the *accident* as permitted by law.

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**MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE,  
AND ACCIDENTAL DEATH COVERAGE**

*You* only have those portions of this coverage that are shown on the *declarations* with a premium charge and then only up to the limits shown on the *declarations*.

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This policy provides:

**MEDICAL PAYMENTS COVERAGE** if shown on the *declarations* with a charged premium.

**INCOME DISABILITY COVERAGE** if shown on the *declarations* with a charged premium.

**ACCIDENTAL DEATH COVERAGE** if shown on the *declarations* with a charged premium.

**Insuring Agreements**

**MEDICAL PAYMENTS COVERAGE**

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, and ACCIDENTAL DEATH COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will pay:

1. *Medical payments* incurred because of *bodily injury* sustained by an *insured* caused by a *motor vehicle accident* if the *insured* undergoes the associated *medical treatment* within twenty-four (24) months after the *motor vehicle accident*.
2. Funeral expenses incurred for an *insured* who dies within twenty-four (24) months after the *motor vehicle accident* if the death is the direct result of the *bodily injury* sustained in the *motor vehicle accident*.

**INCOME DISABILITY COVERAGE**

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, and ACCIDENTAL DEATH COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will pay *work loss* for disability to an *insured*. The disability must result from *bodily injury* sustained in a *motor vehicle accident*.

**ACCIDENTAL DEATH COVERAGE**

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, and ACCIDENTAL DEATH COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will pay a death benefit only if all of the following are met:

1. The *insured* dies within one (1) year after the *motor vehicle accident*.
2. The death was a direct result of the *bodily injury* sustained in the *motor vehicle accident*.
3. The *bodily injury* was the sole cause of death.

**Additional Definitions**

1. *Income Earner* as used in **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, and ACCIDENTAL DEATH COVERAGE** means a *person* receiving any of the following from work or employment at the time of the *accident*:
  - A. A salary.
  - B. Wages.
  - C. Tips.
  - D. Commissions.
  - E. Fees.
  - F. Other earnings.
2. *Insured* as used in **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, and ACCIDENTAL DEATH COVERAGE** means:
  - A. *You* and any *resident relative*.
  - B. Any other *person* not provided similar coverage as a named or additional insured under another automobile policy while *occupying*:
    - i. *Your car*, a *newly acquired car*, or a *temporary substitute car*. Such *car* must be driven by an *insured* as defined under **LIABILITY COVERAGE**.
    - ii. A *car* loaned to *you* or a *resident relative* by a duly licensed automobile dealer for use as a demonstrator *car* or a *car* rented or leased to *you* or a *resident relative* by a rental company. *You* or a *resident relative* must operate

the loaner or rental *car*. A rental company is a *person* or entity in the business of providing private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.

C. Any other *person*, other than a *person occupying* another *car*, who is not provided similar coverage as a named or additional insured under another automobile policy and is struck by:

- i. *Your car*.
- ii. A *newly acquired car* or a *temporary substitute car*.

This includes the following and none other:

- i. Pedestrians.
- ii. Bicyclists.
- iii. Motorcyclists.
- iv. *Persons* in a horse-drawn wagon or cart.
- v. *Persons* riding on an animal.

3. **Medical Payments** as used in **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, AND ACCIDENTAL DEATH COVERAGE** means all reasonable and necessary:

- A. Medical expenses.
- B. Surgical expenses.
- C. Hospital expenses, excluding hospital room charges in excess of those required for a semi-private room.
- D. Professional nursing expenses.
- E. X-ray expenses.
- F. Dental expenses.
- G. Ambulance expenses.
- H. Prosthetic expenses.
- I. Nonmedical treatment expenses provided in accordance with a recognized religious method of healing.
- J. Funeral expenses.

4. **Medical Treatment** as used in **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, AND ACCIDENTAL DEATH COVERAGE** means treatment, procedures, products, and other services rendered by a licensed healthcare provider in its legally authorized scope of practice that are necessary to achieve medical improvement for the *bodily injury*. Such treatment must be recognized in the medical profession in the United States of America for the treatment of the *bodily injury* and cannot be any of the following:

- A. Experimental treatment.
- B. Treatment for research purposes.
- C. Thermography or other related procedures of a similar nature.
- D. Acupuncture or massage therapy or other related procedures of a similar nature.
- E. Services or equipment not primarily designed to serve a medical purpose.

5. **Work Loss** as used in **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, AND ACCIDENTAL DEATH COVERAGE** means, if the *insured* is:

- A. An *income earner*, seventy percent (70%) of income loss from work the *insured* would have performed had the *insured* not sustained *bodily injury*, subject to a one hundred forty dollar (\$140) per week maximum.
- B. Not an *income earner*, the amount payable up to a maximum of \$70 per week or pro-rata for a partial week for reasonable expenses incurred for needed services satisfying all of the following:
  - i. The *insured* would have performed the services but for *bodily injury* sustained by that *insured*.
  - ii. The services would have been for the benefit of the *insured* or his or her family.
  - iii. The *insured* would have performed the services without pay.

#### **Determining Reasonable Medical Expenses – Medical Payments Coverage**

We have the right to make or obtain all of the following to determine if the *bodily injury* was caused by a *motor vehicle accident* and incurred charges are *medical payments*:

1. Utilization reviews.
2. Peer reviews.
3. Medical bill reviews.
4. Medical examinations of an *insured*.

#### **Exclusions**

1. We do not provide coverage or benefits under **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, or ACCIDENTAL DEATH COVERAGE** for any *person* for *bodily injury* sustained while *occupying* or struck by any of the following:
  - A. Any *motor vehicle* being used as a residence or premises.
  - B. Any *motor vehicle* or *trailer* designed mainly for use off public roads.
  - C. *Your car* when operated by a *resident relative* or any *household member* who is not a *rated driver*.

- D. Any *motor vehicle* or *trailer* designed mainly for use on public roads while off public roads.
  - E. A *motor vehicle* used without the *owner's* permission or outside the scope of that permission.
  - F. A *motor vehicle* when it is being used for a *delivery related business* or an *automobile related business*.
  - G. A *motor vehicle* when it is being used for any *business related use*.
  - H. Any *motor vehicle* having fewer than four (4) wheels.
  - I. Any *motor vehicle*, other than *your car*, that *you* have an *interest* in or is furnished and available for *your* regular use.
  - J. Any *motor vehicle*, other than *your car*, that a *resident relative* has an interest in or is furnished and available for the regular use of any *resident relative*.
2. **We** do not provide coverage or benefits under **MEDICAL PAYMENTS COVERAGE**, **INCOME DISABILITY COVERAGE**, or **ACCIDENTAL DEATH COVERAGE** for any *person* for *bodily injury*:
- A. If workers' compensation benefits are required or available for the *bodily injury*.
  - B. Sustained in the commission of a felony or while seeking to elude apprehension by law enforcement.
  - C. Occurring in any pre-arranged, organized or any other type of:
    - i. Racing, speed, or demolition contests.
    - ii. Stunting activity.
    - iii. Practice or preparation for either i) and/or ii), above.  
Performed in, at, or upon a public or private street, highway, track, or other facility or location.
  - D. Caused by the intentional acts of any *insured* or at any *insured's* direction. The intended and unintended results of such acts are not covered.
  - E. Caused by, or reasonably expected to result from, an *insured's* criminal act or omission. This exclusion applies regardless of whether the *insured* is actually charged with or convicted of a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.
  - F. For which the United States of America or any state, county, or municipality is liable for the *insured's* use of a *car*.
  - G. That is covered under a nuclear energy liability policy.
  - H. Caused by or as a consequence of:
    - i. Discharge of a nuclear weapon (even if accidental).
    - ii. War (declared or undeclared).
    - iii. Civil war.
    - iv. Terrorist act.
    - v. Insurrection.
    - vi. Rebellion or revolution.
  - I. From or as a consequence of:
    - i. A nuclear reaction.
    - ii. Radiation.
    - iii. Radioactive contamination.
3. **We** do not provide **MEDICAL PAYMENTS COVERAGE** for any *person*, other than *you* or a *resident relative*, for *medical payments* that are or may be covered under any other medical payments coverage of any other policy, health insurance, or any other similar coverage.

### Coverage Limits

#### 1. MEDICAL PAYMENTS COVERAGE

- A. The benefit shown on the *declarations* is the most *we* will pay for *medical payments*, including funeral expenses, incurred by or on behalf of any one *insured* in any *motor vehicle accident*, regardless of the number of:
  - i. *Insureds*.
  - ii. Claims made.
  - iii. *Cars* insured under this policy.
  - iv. *Motor vehicles* involved in the *accident*.
- B. Payments will be made on a monthly basis within 30 days after *we* receive proof of *medical payments* or funeral expenses.

#### 2. INCOME DISABILITY COVERAGE

- A. The benefit shown on the *declarations* is the most *we* will pay for any one *insured* in any *motor vehicle accident*, regardless of the number of:
  - i. *Insureds*.
  - ii. Claims made.
  - iii. *Cars* insured under this policy.
  - iv. *Motor vehicles* involved in the *accident*.
- B. *Work loss* begins eight (8) days after the *accident*.
- C. *Work loss* ends on the earliest of:
  - i. The death of the *insured*.
  - ii. When *we* have made payments for fifty-two (52) weeks.

- iii. When an *insured* who is an *income earner* is able to engage in gainful activity.
- iv. When an *insured* who is not an *income earner* is able to perform the needed services.
- D. **Work loss** does not include any loss or expense after the death of an *insured*.
- E. Payments will be made on a monthly basis within 30 days after *we* receive reasonable proof of both:
  - i. Continued disability.
  - ii. The amount due.

**3. ACCIDENTAL DEATH COVERAGE**

The benefit shown on the *declarations* is the most *we* will pay for any one *insured* in any *motor vehicle accident*, regardless of the number of:

- A. *Insureds*.
- B. Claims made.
- C. *Cars* insured under this policy.
- D. *Motor vehicles* involved in the *accident*.

**Nonduplication**

*We* will not pay any *medical payments*, funeral expenses, or *work loss* that has already been paid under any policy issued by *us* to *you* or any *resident relative* unless such payment was paid under this policy.

**Other Insurance**

- 1. An *insured* shall not recover for the same *medical payments*, funeral expenses, or *work loss* under both this policy and other similar vehicle insurance.
- 2. If this policy provides coverage for *medical payments*, funeral expenses, or *work loss* and one or more other policies issued to *you* or any *resident relative* by *us* provides coverage for the same *bodily injury*, then both:
  - A. The coverage limits of such policies shall not be added together to determine the most that may be paid.
  - B. The maximum amount that may be paid from all such policies combined is the single highest limit of the applicable coverage provided by any one policy. *We* may choose from one or more policies from which to make payment.
- 3. *We* will pay the proportion of *medical payments*, funeral expenses, and *work loss* that *our* limit of coverage bears to the sum of *our* limit and the limits of all other similar insurance that apply if both:
  - A. This is the only vehicle policy issued to *you* or any *resident relative* by *us* that provides coverage for *medical payments*, funeral expenses, or *work loss* for the *accident*.
  - B. Other similar insurance provided by one or more sources other than *us* also applies to the same *accident*.
- 4. *We* will pay the proportion of *medical payments*, funeral expenses, and *work loss* that the maximum amount that may be paid by *us* as determined in paragraph 2 above bears to the sum of such amount and the limits of all other similar insurance that applies when both:
  - A. More than one vehicle policy issued to *you* or any *resident relative* by *us* provides coverage for *medical payments*, funeral expenses, or *work loss* for the *accident*.
  - B. Similar insurance provided by one or more sources other than *us* also applies to the same *accident*.

**Payment Options**

*We* may, at *our* sole discretion, make payment under **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, or ACCIDENTAL DEATH COVERAGE** to one or more of the following:

- 1. The *insured*.
- 2. The *insured*'s surviving spouse.
- 3. A parent or guardian of the *insured*, if the *insured* is a minor or incompetent person.
- 4. A *person* authorized by law to receive such payment.
- 5. Any *person* or organization providing the treatment resulting in *medical payments*.

**Non-Assignability**

**MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, and ACCIDENTAL DEATH COVERAGE** are not assignable for any reason.

**PHYSICAL DAMAGE COVERAGE**

*You* only have this coverage or any portion of this coverage shown on the *declarations* with a premium charge and deductible and then only up to the limits shown on the *declarations*.

**Insuring Agreement**

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **PHYSICAL DAMAGE COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits and Loss Payment**, *we* will pay to repair or replace an *insured car* that sustained damage in a covered *loss*. There is no

coverage if a *loss* occurs while the *insured car* is being *used* or operated by a (i) *person* who is an *excluded driver* or (ii) *person* who is not a *rated driver*, but is a *resident relative* or *household member*.

#### Additional Definitions

1. **Collision** as used in **PHYSICAL DAMAGE COVERAGE** means an *insured car* (i) hitting or being hit by another vehicle, (ii) hitting or being hit by another object, or (iii) the overturning of an *insured car*. It does not include any damage considered part of *other than collision*.
2. **Insured Car** as used in **PHYSICAL DAMAGE COVERAGE** means *your car*, a *newly acquired car*, or a *temporary substitute car*. "Insured car" only includes the manufacturer's original equipment (or replacement parts of similar like, kind, and quality) and does not include any contents. "Insured car" does not include any *special equipment* unless specifically noted on a Special Equipment Schedule that is noted on the *declarations* with **PHYSICAL DAMAGE COVERAGE**. If a duly licensed automobile dealer provides a *car* to *you* or a *resident relative* for use as a *temporary substitute car* while *your car* or a *newly acquired car* it is out of normal use because of breakdown, repair, or servicing, **PHYSICAL DAMAGE COVERAGE** shall extend to the loaned *car* only to the extent coverage would have extended to the *car* broken down or being repaired or serviced. If a duly licensed automobile dealer provides a *car* to *you* or a *resident relative* for use as a demonstrator, **PHYSICAL DAMAGE COVERAGE** shall extend to the loaned *car* only to the extent coverage would have extended to *your car*. If a *car* is rented or leased to *you* or a *resident relative* by a rental company, **PHYSICAL DAMAGE COVERAGE** shall extend to the rented or leased *car* only to the extent coverage would have extended to *your car*. A rental company is a *person* or entity in the business of providing private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.
3. **Loss** as used in **PHYSICAL DAMAGE COVERAGE** means (i) the direct, sudden, and *accidental* damage to an *insured car* caused by *collision* or (ii) the direct, sudden, and *accidental* damage to an *insured car* caused by *other than collision*. **Loss** does not include any reduction in the market value of an *insured car* after it has been repaired, as compared to its market value before it was damaged.
4. **Other Than Collision** as used in **PHYSICAL DAMAGE COVERAGE** means an *insured car* damaged by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, hitting a bird or an animal, or being hit by a bird or an animal. No deductible will apply to a loss to window glass when (i) *you* make a claim directly with *us* to have the repair performed by *our* approved vender, and (ii) the glass is repaired instead of replaced. However, the deductible will apply to the replacement of window glass.

#### Exclusions

*We* do not provide coverage or benefits under **PHYSICAL DAMAGE COVERAGE** for *loss*:

1. To an *insured car* while being used or operated by any of the following *person(s)* unless that *person* is a *rated driver*:
  - A. A *person* who operates *your car* on a regular basis.
  - B. A *spouse*.
  - C. Any *person* who has an *interest* in *your car*.
2. To an *insured car* while it is being *used* or operated by a *person* who is not a *rated driver* if that *person* (i) resided with *you* on the day *we* issued this policy to *you*, or (ii) regularly operated an *insured car* on the day *we* issued this policy to *you*.
3. To an *insured car* if the regular garaging location of that *insured car* is not the same as the garaging location listed on the *declarations* at the time of the *loss*.
4. To any *insured car* that occurs while it is being used in a *business related use*, unless (i) such *business related use* is listed on *your declarations* and (ii) the *business related use* does not involve a *delivery related business* or *automobile related business*.
5. For *property damage* sustained in the commission of a felony or while seeking to elude apprehension by law enforcement.
6. To any *insured car* occurring in any pre-arranged, organized or any other type of racing, speed, or demolition contests, stunting activity performed in, at, or upon a public or private street, highway, track, other facility or location, or in practice or preparation for such contest of activity.
7. For *property damage* caused by intentional acts of any *insured* (as defined in **LIABILITY COVERAGE**) or at the *insured's* (as defined in **LIABILITY COVERAGE**) direction. The intended and unintended results of such acts are not covered.
8. To any *insured car* caused by, or reasonably expected to result from, a criminal act or omission. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.
9. To any *insured car* for which the United States of America or any state, county, or municipality is liable for the use of the *car*.
10. To any *insured car* covered under a nuclear energy liability policy.
11. To any *insured car* due to and confined to (i) wear and tear, (ii) freezing, (iii) mechanical or electrical breakdown or failure, or (iv) road damage to tires and wheels. This exclusion shall not apply if the damage results from the total theft of an *insured car*.

12. To any **insured car** due to or as a consequence of (i) discharge of a nuclear weapon (even if accidental), (ii) War (declared or undeclared), (iii) civil war, (iv) terrorist act, (v) insurrection, or (vi) rebellion or revolution.
13. To electronic equipment of an **insured car** that is any of the following:
  - A. Designed for the reproduction of sound, including but not limited to:
    - i. Radios and stereos.
    - ii. Amplifiers, equalizers or any aftermarket audio enhancement device.
    - iii. Compact disc players or DVD players.
  - B. That receives or transmits audio, visual or data signals, including but not limited to:
    - i. Citizens band radios.
    - ii. Telephones.
    - iii. Compact disc players or DVD players.
    - iv. Two-way mobile radios.
    - v. Scanning monitor receivers.
    - vi. Televisions, videocassette or digital videodisc players.
    - vii. Television monitors, monitor receivers and GPS devices.
    - viii. Any electronic video or audio recording media used to record or store audio, video and androids or digital images or sounds including but not limited to DVD or CD recorders, MP3, IPODs, IPHONE, and or other similar devices. Personal computers of any type or size including hand-held computing devices. This exclusion shall not apply to:
      1. Equipment designed solely for the reproduction of sound and accessories used with such equipment if such equipment and accessories are installed by the manufacturer of the **car** in the opening originally designed for such equipment.
      2. Any other electronic equipment that is either of the following:
        - A. Necessary for the normal operation of the **car** or the monitoring of the **car's** operating system.
        - B. An integral part of the same unit housing any sound reproducing equipment installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
14. To any tapes, records, discs or other electronic media used with equipment described in or any other accessories used with the equipment described in paragraph 13, above.
15. To an **insured car** due to destruction or confiscation by governmental or civil authorities.
16. To a camper body or **trailer you own** that is not shown on the **declarations**.
17. To any **non-owned car**. This does not apply to a **temporary substitute car**.
18. To television antennas, awnings, cabanas, or equipment designed to create additional living facilities.
19. To any **temporary substitute car** when used without the **owner's** consent or outside the scope of that consent.
20. To equipment designed or used for the detection or location of radar; or similar device.
21. To any custom furnishing or equipment in or upon any **car**. Custom furnishings or equipment include but are not limited to any of the following:
  - A. Special carpeting, insulation, furniture, bars, or aftermarket trim packages.
  - B. Facilities for cooking and sleeping.
  - C. Height-extending roofs
  - D. Custom murals, paintings or other decals or graphics.
  - E. Televisions or television receiving equipment.
22. To any of the following:
  - A. Caddy, case or container designed for use in carrying stereo tapes, cassettes, cartridges or disks.
  - B. Special antennas designed to be used with any radio, two-way communications equipment, telephones or video equipment including televisions.
  - C. Customized roof treatment including but not limited to: T-bar roof, bubble-dome, bubble window, sunroof and moon roof.
  - D. Custom paintwork or custom tape-type striping.
  - E. Equipment or accessories that change the use or appearance of the interior or exterior of the **car**.
  - F. Non-factory wheels, tires, and other equipment.
  - G. Any other **special equipment** unless listed on the **declarations** with a special equipment schedule and an additional premium paid.
23. To a **car** rented by **you**, a **resident relative**, or any **rated driver** if a rental vehicle company is precluded from recovering such **loss** or loss of use from **you**, that **resident relative**, or that **rated driver**, pursuant to the provisions of any applicable rental agreement or state law.
24. To any aftermarket performance-enhancement equipment installed in or attached to an **insured car** and its related equipment, including but not limited to the drive train and chassis.
25. To any contents.
26. To non-scheduled **special equipment**.

### Additional Benefits

If the *insured car* sustains *loss* for which *we* make a payment under **PHYSICAL DAMAGE COVERAGE**, then *we* will pay for any of the following:

1. For reasonable towing expenses incurred to tow the *insured car* a reasonable distance (i) from the location of a *loss* to a repair facility or commercial storage facility and (ii) from a commercial storage facility to a repair facility.
2. For reasonable storage expenses incurred to store the *insured car* at a repair facility or commercial storage facility if it is not drivable immediately after the *loss*. If the *owner* of the *insured car* consents, then *we* may move the *insured car* at *our* expense to reduce storage costs. If the *owner* of the *insured car* does not consent, then *we* will pay only the storage costs that would have resulted if *we* had moved the damaged *insured car*.
3. Up to Fifteen dollars (\$15) per day, to a maximum of four hundred fifty dollars (\$450) per covered *loss*, for transportation expenses actually incurred by *you* in the event of a total theft, without application of a deductible. This applies only if the *declarations* show that **OTHER THAN COLLISION COVERAGE** is provided for *your car* and only if it is not operable. *We* will pay only the transportation expenses incurred during the period beginning forty-eight (48) hours after the total theft and ending the earlier of (i) when the *car* is returned to use, or (ii) *we* offer to pay the reasonable value of the *loss*.

### Coverage Limits and Loss Payment

1. *We* have the right to choose to make payment for a *loss* to the *insured car* in one of the following ways:
  - A. Pay the actual cost to repair the *insured car* to its pre-*accident* operation, safety, function, and appearance, minus any applicable deductible.
    - i. The cost to repair or replace the property does not include any reduction in the market value of the *insured car* after it has been repaired, as compared to its market value before repair.
    - ii. If the repair or replacement of a part results in betterment of that part, then the amount of betterment will reduce the amount *we* will pay.
    - iii. *We* are permitted, at *our* discretion, to use new, used, recycled, and reconditioned parts in estimating the cost to repair the *insured car*. Any of these parts may be original equipment manufacturer parts or non-original equipment manufacturer parts. *We* are also permitted, at *our* discretion, to use replacement glass that does not have any insignia, logo, trademark, etching, or other marking on the glass. IN THE REPAIR OF YOUR MOTOR VEHICLE UNDER PHYSICAL DAMAGE COVERAGE, WE MAY REQUIRE OR SPECIFY THE USE OF PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.
  - B. Pay the *actual cash value* of the *insured car* minus any applicable deductible, plus amounts actually paid for (i) sales tax for the purchase of a replacement vehicle, but only on the value up to the *actual cash value* of the damaged *insured car*, and (ii) license fees and related other fees. It shall be *your* responsibility to provide *us* proof of the paid taxes and fees.
    - i. An adjustment for depreciation and physical condition will be made in determining *actual cash value* at the time of *loss*.
    - ii. The damaged *insured car* must be given to *us* in exchange for *our* payment, unless otherwise agreed. If the *owner* keeps the *insured car* or cannot transfer title to the *insured car* free and clear of all liens, encumbrances and other claims of ownership within forty-five (45) days of the date of loss, then *our* payment will be reduced by the market value of the *insured car* after the *loss*.
  - C. Return a stolen *insured car* to its *owner* and pay the cost to repair it as described in paragraph 1 above, for any direct, sudden and accidental damage that resulted from the theft.
2. *You* must provide *us* with a copy of the title to an *insured car* before *we* have any obligation to make any payments under this coverage. At *our* option, *we* may make payment to one or more of the following for *loss* to an *insured car*:
  - A. *You*.
  - B. The *owner* if *you* are not the *owner* of the *insured car*.
  - C. The repairer.
  - D. A creditor, lienholder, or loss payee shown on the *declarations*.

The rights of any creditor, lienholder or loss payee shown on the *declarations* are dependent upon and derivative of any *insured* and *we* have no independent duties to any creditor, lienholder, or loss payee shown on the *declarations*. *We* have the right to send payments directly to any payee.

3. *We* have no duty to pay for any *loss* or expense under **PHYSICAL DAMAGE COVERAGE** for which the *owner* of the *insured car*, or any other *person*, has already received payment from, or on behalf of, a party who is liable for the *loss* or expense under law or contract.
4. *We* will have no duty to make payment for any loss until 30 days after submission of all items required to be submitted.

### No Benefit to Bailee

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



### Appraisal

If *you* and *we* do not agree on the amount of *loss*, there may be an appraisal of the *loss*. However, an appraisal will be made only if both *you* and *we* voluntarily agree to have the *loss* appraised. *We* do not waive any of *our* rights under this policy by agreeing to an appraisal. An appraisal decision is not binding on either party.

### Property With Liens

**PHYSICAL DAMAGE COVERAGE** provided by this policy applies to any creditor's interest in *your car* if such creditor is shown on the *declarations*, but such coverage is only provided for a *loss* payable to *you*. *We* will give the same number of days of advance notice of cancellation to the creditor as *we* give to the *named insured* shown on the *declarations*. However, failure to give such notice to the creditor shall not affect the validity of the notice provided to *you*. Notice to the creditor may be in any form, including, but not limited to, electronic transmittals, or first-class mail, including notices to such creditor's agent. If **PHYSICAL DAMAGE COVERAGE** is provided because of *our* failure to give notice to the creditor, then such coverage shall be limited to the creditor's interest and shall not include any interest *you* may have in any *car*. When *we* pay the creditor, *we* shall be subrogated to the extent of payment to the creditor's rights of recovery against any party, including, but not limited to, *you*.

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### RENTAL REIMBURSEMENT COVERAGE

*You* only have those portions of this coverage shown on the *declarations* with a premium charge and then only up to the limits shown on the *declarations*.

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### Insuring Agreement

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **RENTAL REIMBURSEMENT COVERAGE**, including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will reimburse *you* for the reasonable and necessary expenses *you* pay to rent a *temporary substitute car* when all of the following are met:

1. There is a claim for a covered *loss* to an *insured car* under **PHYSICAL DAMAGE COVERAGE**.
2. The *insured car* is completely disabled or does not comply with state safety requirements for more than 24 hours.
3. The *insured car* was not being used at the time of the *loss* by any of the following:
  - A. A *household member* who is not a *rated driver*
  - B. A *resident relative* who is not a *rated driver*.
  - C. A *person* listed as an *excluded driver* on the *declarations*.

### Additional Definitions

1. *Insured Car* as used in **RENTAL REIMBURSEMENT COVERAGE** means (i) *your car* or (ii) a *newly acquired car*.
2. *Loss* as used in **RENTAL REIMBURSEMENT COVERAGE** shall have the same meaning as under **PHYSICAL DAMAGE COVERAGE**.

### Exclusions

*We* do not provide coverage or benefits under **RENTAL REIMBURSEMENT COVERAGE** when:

1. Any exclusion under **PHYSICAL DAMAGE COVERAGE** is applicable to the *loss*.
2. *You* delete either **Other Than Collision Coverage** or **Collision Coverage**, or both on that *insured car*.
3. Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are being sought as they are not covered.

### Coverage Limits

Our maximum payment of benefits owed under **RENTAL REIMBURSEMENT COVERAGE** are limited to the amount shown on the *declarations* that applies specifically to the *insured car*. Reimbursement for *your* rental of a *temporary substitute car* shall be limited to the number of days reasonably required to repair or replace the *insured car*.

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### SPECIAL EQUIPMENT COVERAGE

*You* only have those portions of this coverage shown on the *declarations* with a premium charge and then only up to the limits shown on the *declarations*.

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### Insuring Agreement

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **SPECIAL EQUIPMENT COVERAGE**, including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will pay for direct and accidental *loss* to *special equipment* listed on a Special Equipment Schedule and installed in an *insured car*, minus any deductible shown on the *declarations* for **Other Than Collision Coverage**.

### Additional Definitions

1. **Insured Car** as used in **SPECIAL EQUIPMENT COVERAGE** means *your car* and a *newly acquired car*.
2. **Loss** as used in **SPECIAL EQUIPMENT COVERAGE** shall have the same meaning as under **PHYSICAL DAMAGE COVERAGE**.

### Exclusions

We do not provide coverage or benefits under **SPECIAL EQUIPMENT COVERAGE** when:

1. Any exclusion under **PHYSICAL DAMAGE COVERAGE** is applicable to the *loss*.
2. **You** delete either **Other Than Collision Coverage** or **Collision Coverage**, or both on that *insured car*.

### Coverage Limits

Our maximum payment of benefits owed under **SPECIAL EQUIPMENT COVERAGE** for direct and accidental *loss* to *special equipment* damaged or stolen in any one *accident* or theft is the lower of any of the following:

1. the limit shown on the *declarations* for this coverage.
2. the declared cost set forth in the Special Equipment Schedule.
3. the cost to repair.

**Our** payment will be reduced by any applicable deductible shown on the *declarations*.

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### UNINSURED MOTORIST COVERAGE

**You** only have those portions of this coverage that are shown on the *declarations* with a premium charge and then only up to the limits shown on the *declarations*.

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### Insuring Agreement

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **UNINSURED MOTORIST COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, **we** will pay damages an *insured* is legally entitled to recover from the owner or operator of an *uninsured motor vehicle* because of (i) **Bodily injury** sustained by an *insured* and caused by an *accident* or (ii) **Property damage** caused by an *accident* if the *declarations* indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage apply.

1. The owner or operator's liability must arise out of the ownership, maintenance, or use of the *uninsured motor vehicle*.
2. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.
3. If a duly licensed automobile dealer provides a *car* to **you** or any *resident relative* for use as a *temporary substitute car* while *your car* or a *newly acquired car* is out of normal use because breakdown, repair, or servicing, **UNINSURED MOTORIST COVERAGE** shall extend to such loaned *car* to the extent coverage would have extended to the *car* broken down, being repaired or serviced.
4. If a duly licensed automobile dealer provides a *car* to **you** or any *resident relative* for use as a demonstrator, **UNINSURED MOTORISTS COVERAGE** shall extend to the loaned *car* to the extent coverage would have extended to *your car*.
5. If a car is rented or leased to **you** or any *resident relative* by a rental company, **UNINSURED MOTORIST COVERAGE** shall extend to the rented or leased *car* to the extent coverage would have extended to *your car*. A rental company is a *person* or entity in the business of providing private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.

### Additional Definitions

1. **Insured** as used in **UNINSURED MOTORIST COVERAGE** means:
  - A. **You** while:
    - i. A pedestrian.
    - ii. *Using your car*, a *newly acquired car*, a *non-owned car*, or a *temporary substitute car*.
    - iii. *Occupying your car*, a *newly acquired car*, a *non-owned car*, or a *temporary substitute car*.
  - B. Any *resident relative* who is a *rated driver* and who does not have an *interest* in a *motor vehicle* while:
    - i. A pedestrian.
    - ii. *Using occupying your car*, a *newly acquired car*, a *non-owned car*, or a *temporary substitute car*.
    - iii. *Occupying your car*, a *newly acquired car*, a *non-owned car*, or a *temporary substitute car*.
  - C. Any other *person* while *occupying*:
    - i. *Your car*.
    - ii. A *newly acquired car*.
    - iii. A *temporary substitute car*.
2. **Property Damage** as used in **UNINSURED MOTORIST COVERAGE** means injury to or destruction of:
  - A. *Your car*.
  - B. A *newly acquired car*.

- C. A *temporary substitute car*.
3. **Uninsured Motor Vehicle** as used in **UNINSURED MOTORIST COVERAGE** means a *motor vehicle* or *trailer*:
- A. To which no liability bond or policy applies at the time of the *accident*.
- B. To which a liability bond or policy applies at the time of the accident, but the amount of such bond or policy is less than the minimum limit for liability specified by the financial responsibility laws of the State of Arkansas.
- C. Which is a hit-and-run vehicle whose owner or operator cannot be identified and which makes physical contact with:
- i. *You* or any *resident relative*.
  - ii. A *car* which *you* or any *resident relative* are *occupying*.
  - iii. *Your car*, a *newly acquired car*, or a *temporary substitute car*.
- D. To which a liability bond or policy applies at the time of the *accident* but the bonding or insuring company:
- i. Denies coverage.
  - ii. Is or becomes insolvent within one year after an *accident* but only if the company did not make payment for the legal liability of its insured prior to becoming insolvent
- E. However, “uninsured motor vehicle” does not include any *motor vehicle* or *trailer*:
- i. *Owned* by, furnished or available for regular use by *you* or any *resident relative*.
  - ii. In which *you* or any *resident relative* have an *interest*.
  - iii. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent and did not make payment for the legal liability of its insured prior to becoming insolvent.
  - iv. Operated on rails or crawler treads.
  - v. Designed mainly for use off public roads while not upon public roads.
  - vi. While located for use as a residence or premises.
  - vii. That is an *underinsured motor vehicle* as defined under **UNDERINSURED MOTORISTS COVERAGE**.

#### Exclusions

We do not provide coverage or benefits under **UNINSURED MOTORIST COVERAGE** for any of the following:

1. **Property damage** or **bodily injury** sustained by any *person occupying* any *motor vehicle* that *you*, *your spouse*, or any *resident relative owns* or has an *interest in* that is not *your car*, a *newly acquired car*, or a *temporary substitute car*. This includes a trailer of any type used with that vehicle.
2. For **bodily injury** sustained when struck by any *motor vehicle* that *you*, *your spouse*, or any *resident relative owns* or has an *interest in*. This includes a trailer of any type used with that vehicle.
3. **Property damage** or **bodily injury** sustained while *your car* is operated by a *resident relative* or *household member* who is not listed as a *rated driver*.
4. **Property damage** or **bodily injury** sustained by any *insured*:
  - A. If the *insured* settles the **bodily injury** or **property damage** claim without *our* written consent.
  - B. When *your car*, a *newly acquired car*, a *non-owned car*, or *temporary substitute car* is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
  - C. Using a *motor vehicle* without the owner's permission or outside the scope of that permission.
  - D. For the first \$200 of **property damage** to *your car*, a *newly acquired car*, or a *temporary substitute car*. This exclusion does not apply if all the following are met:
    - i. We insure *your car*, a *newly acquired car*, or a *temporary substitute car* for both Collision Coverage and Uninsured Motorists Property Damage Coverage.
    - ii. The operator of the *uninsured motor vehicle* is identified and solely at fault.
5. The benefit of:
  - A. Any insurer or self-insurer under any of the following or similar law:
    - i. Workers' compensation law.
    - ii. Disability benefits law.
  - B. Any property insurer.
6. **Property damage** also payable under **PHYSICAL DAMAGE COVERAGE** to the *insured*.
7. **Punitive or exemplary damages** or damages for aggravating circumstances which are the type of damages imposed to:
  - A. Punish a wrongdoer.
  - B. Deter others from similar conduct.
8. **Bodily injury** to *you* or any *resident relative* when *you* or a *resident relative* is the *owner* or operator of the *uninsured motor vehicle*.
9. **Property damage** when *you* or a *resident relative* is the owner or operator of the *uninsured motor vehicle*.
10. **Bodily injury** to any *person* when the owner or operator of the *uninsured motor vehicle* is related to that *person*.
11. Any loss arising out of criminal activity by *you* or a *resident relative*.
12. Any claim against any occupant of an *uninsured motor vehicle* who is not the driver of that *car*.

### Coverage Limits

1. The limit of Bodily Injury Liability shown in the *declarations* for **UNINSURED MOTORISTS COVERAGE** for each *person* is our maximum limit 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*. Subject to this limit, the limit of Bodily Injury Liability shown in the *declarations* for Uninsured Motorists Coverage for any *accident* is our maximum limit of liability for all damages for *bodily injury* resulting from any *accident*. The limit of Property Damage Liability if shown in the *declarations* for any *accident* for Uninsured Motorists Coverage is our maximum limit of liability for all *property damage* resulting from any *accident*. This is the most we will pay regardless of the number of:
  - A. *Insureds*.
  - B. Claims made.
  - C. *Cars* or premiums shown in the *declarations*.
  - D. *Motor vehicles* involved in the *accident*.
2. When a *car* is an *uninsured motor vehicle*, then the limits of liability described in Paragraph 1 above shall be reduced by the amount of the bond or limits of liability that are available.
3. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other coverage in this policy, including, but not limited to:
  - A. **LIABILITY COVERAGE.**
  - B. **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY PAYMENTS COVERAGE, or ACCIDENT DEATH COVERAGE.**
  - C. **UNDERINSURED MOTORIST COVERAGE.**
  - D. **PHYSICAL DAMAGE COVERAGE.**
4. *We* will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations that may be legally responsible.
5. *We* will not pay for any element of loss a *person* is entitled to receive under any of the following or similar law:
  - A. Workers' compensation law.
  - B. Disability benefits law.
6. Any amounts otherwise payable under this coverage shall be reduced by all sums paid by or on behalf of any *person* or organization who may be legally responsible. This includes all sums paid under **LIABILITY COVERAGE and MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY PAYMENTS COVERAGE, AND ACCIDENTAL DEATH COVERAGE.**

### Other Insurance

1. If there is other Uninsured Motorist Coverage available to:
  - A. *You* or a *resident relative* under one or more policies or coverage provisions, then any recovery for damages under all such policies or coverage provisions may equal but not exceed the highest applicable limit for any one *motor vehicle* under any policy providing coverage on either a primary or excess basis.
  - B. Any *insured* other than *you* or a *resident relative* who does not *own* a *motor vehicle*, then *we* shall only provide coverage under **UNINSURED MOTORIST COVERAGE** on an excess basis over any other Uninsured Motorist Coverage available to that *insured*.
2. Any insurance *we* provide shall be excess over any collectible policy providing Uninsured Motorist Coverage on a primary basis.
3. If Uninsured Motorist Coverage under this policy is provided:
  - A. On a primary basis, *we* will pay only *our* share of the loss that must be paid under insurance providing coverage on a primary basis. *Our* share is the proportion *our* limit bears to the total of all applicable limits for coverage provided on a primary basis.
  - B. On an excess basis, *we* will pay only *our* share of the loss that must be paid under insurance providing coverage on an excess basis. *Our* share is the proportion that *our* limit bears to the total of all applicable limits for coverage provided on an excess basis.
4. *We* will provide primary Uninsured Motorist Coverage when a duly licensed automobile dealer provides a *motor vehicle* to *you* or a *resident relative*:
  - A. For use as a temporary substitute while *your car* or a *newly acquired car* is out of use because of breakdown, repair or servicing.
  - B. To demonstrate the *car*.
5. *We* will provide primary Uninsured Motorist Coverage when a *car* is rented or leased to *you* or any *resident relative* by a *rental company*. A *rental company* is a person or entity in the business of providing private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.

### Insured's Duties Under This Part

1. A *person* seeking **UNINSURED MOTORISTS COVERAGE** must do all of the following:
  - A. Notify the police within 24 hours when a hit-and-run driver is involved.

- B. Notify **us** within 30 days when a hit-and-run driver is involved. Any delay in notifying us that prejudices our rights could result in reduced payments and/or denial of a claim.
  - C. Promptly send **us** copies of the legal papers if a suit is brought.
  - D. As requested, provide **us** with written documentation of all economic losses including but not limited to medical records and bills, employment records, income tax records, and insurance records.
  - E. As requested, provide **us** with authorizations or court orders allowing **us** to obtain medical records, employment records, income tax records and insurance records.
  - F. As requested by **us**, submit to examinations under oath.
  - G. As requested by **us**, submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
2. Each of the following apply if **we** make a payment to a **person** under **UNINSURED MOTORIST COVERAGE**:
- A. **We** shall be entitled, to the extent of the payment, to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that **person** against any person or organization legally responsible for that **person's bodily injury** for which that payment was made.
  - B. That **person** shall hold in trust for **our** benefit all rights of recovery which that **person** shall have against the other person or organization because of the damages which are the subject of claim made under this coverage.
  - C. That **person** shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights.
  - D. If requested in writing by **us**, that **person** shall take, through any representative designated by **us**, such action as may be necessary or appropriate to recover the payment as damages from that other person; in the event of a recovery, **we** shall be reimbursed out of the recovery for expenses, costs and attorney fees incurred by **us** in connection with the action.
  - E. That **person** shall execute and deliver to **us** instruments and papers as may be appropriate to secure the rights and obligations of that **person** and **us** established by this provision.

#### UNDERINSURED MOTORIST COVERAGE

**You** only have those portions of this coverage that are shown on the **declarations** with a premium charge and then only up to the limits shown on the **declarations**.

#### Insuring Agreement

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **UNDERINSURED MOTORIST COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, **we** will pay damages an **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury** sustained by an **insured** and caused by an **accident**.

- 1. The owner or operator's liability must arise out of the ownership, maintenance, or use of the **underinsured motor vehicle**.
- 2. **We** will pay under this **UNDERINSURED MOTORIST COVERAGE** only if either of the following occur:
  - A. The limits of liability under any **bodily injury** liability bonds or policies applicable to the **underinsured motor vehicle** have been exhausted by payment of judgments or settlements.
  - B. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and all of the following have occurred:
    - i. **We** have been given written notice by certified mail, return receipt requested of such tentative settlement.
    - ii. **We** have advanced payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
    - iii. If the owner or operator of the **underinsured motor vehicle** is insured by **us** for liability coverage then the requirements of this paragraph 2 shall not apply, and an **insured** may proceed with his or her claim for damages under this coverage any time after settlement of that **insured's** claim under the liability coverage applicable to the owner or operator of the **underinsured motor vehicle**.
- 3. If a duly licensed automobile dealer provides a **car** to **you** or any **resident relative** for use as a **temporary substitute car** while **your car** or a **newly acquired car** it is out of normal use because of breakdown, repair, or servicing, **UNDERINSURED MOTORIST COVERAGE** shall extend to such loaned **car** to the extent coverage would have extended to the **car** being repaired or serviced.
- 4. If a duly licensed automobile dealer provides a **car** to **you** or any **resident relative** for use as a demonstrator, **UNDERINSURED MOTORIST COVERAGE** shall extend to the loaned **car** to the extent coverage would have extended to your **car**.
- 5. If a **car** is rented or leased to **you** or any **resident relative** by a rental company, **UNDERINSURED MOTORIST COVERAGE** shall extend to the rented or leased **car** to the extent coverage would have extended to **your car**. A rental company is a **person** or entity in the business of providing private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.

## Additional Definitions

1. **Insured** as used in UNDERINSURED MOTORIST COVERAGE means:
  - A. **You** while (i) a pedestrian or (ii) while **using** or **occupying your car**, a **newly acquired car**, a **non-owned car**, or a **temporary substitute car**.
  - B. Any **resident relative** who is a **rated driver** and who does not have any interest in a **motor vehicle** while (i) a pedestrian or (ii) **using** or **occupying your car**, a **newly acquired car**, a **non-owned car**, or a **temporary substitute car**.
  - C. A **resident relative** who owns a **motor vehicle**, but only while **occupying**:
    1. **Your car**.
    2. A **newly acquired car**.
    3. A **temporary substitute car**.
  - D. Any other **person occupying**:
    1. **Your car**.
    2. A **newly acquired car**.
    3. A **temporary substitute car**.
2. **Underinsured motor vehicle** as used in UNDERINSURED MOTORIST COVERAGE means a motor vehicle or trailer to which a bodily injury liability bond or policy applies at the time of the **accident** but the amount paid for **bodily injury** under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

However, “underinsured motor vehicle” does not include any motor vehicle or trailer:

  - A. To which a bodily injury liability bond or policy applies at the time of the **accident** but its limit for **bodily injury** liability is less than the minimum limit specified by the financial responsibility law of the state where **your car**, a **newly acquired car**, or a **temporary substitute car** is principally garaged.
  - B. **Owned** by, furnished or available for regular use by **you** or any **resident relative**.
  - C. In which **you** or any **resident relative** has an **interest**.
  - D. Operated on rails or crawler treads.
  - E. Designed mainly for use off public roads while not upon public roads.
  - F. While used as a residence or premises.
  - G. Owned or operated by a **person** qualifying as a self-insurer under any applicable motor vehicle law.
  - H. To which a **bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company:
    - i. Denies coverage.
    - ii. Is or becomes insolvent.
  - I. That is an **uninsured motor vehicle** under UNINSURED MOTORIST COVERAGE.

## Exclusions

1. **We** do not provide coverage or benefits under UNDERINSURED MOTORIST COVERAGE for **bodily injury** sustained:
  - A. By any **person occupying** any **motor vehicle** that **you**, **your spouse**, or any **resident relative owns** or has an **interest in** that is not **your car**, a **newly acquired car**, or a **temporary substitute car**. This includes a trailer of any type used with that vehicle.
  - B. When struck by any **motor vehicle** that **you**, **your spouse**, or any **resident relative owns** or has an **interest in**. This includes a trailer of any type used with that vehicle.
  - C. While **your car** is operated by a **resident relative** or **household member** not listed as a **rated driver**.
  - D. By any **insured**:
    - i. While **occupying your car**, a **newly acquired car**, or a **temporary substitute car** when used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
    - ii. Using a **motor vehicle** without the owner's permission or outside the scope of that permission.
2. This UNDERINSURED MOTORIST COVERAGE shall not apply to benefit any insurer of self-insurer under any of the following or similar law:
  - A. Workers' compensation law.
  - B. Disability benefits law.
3. **We** do not provide coverage or benefits under UNDERINSURED MOTORIST COVERAGE for:
  - A. **Punitive or exemplary damages** or damages for aggravating circumstances, which are the type of damages that may be imposed to:
    - i. Punish a wrongdoer.
    - ii. Deter other from similar conduct.
  - B. **Bodily injury to you** or any **resident relative** when the **owner** or operator of the **underinsured motor vehicle** is **you** or a **resident relative**.
  - C. **Bodily injury to any person** when the owner or operator of the **underinsured motor vehicle** is related to or a member of that **person's** family.

- D. Any loss arising out of criminal activity by *you* or a *resident relative*.
- E. Any claim against any occupant of an *underinsured motor vehicle* who is not the driver of that *car*.

### Coverage Limits

1. The limit of liability shown in the *declarations* for each *person* for **UNDERINSURED MOTORISTS 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 *accident*. Subject to this limit, the limit of liability shown in the *declarations* for each *accident* for Underinsured Motorists Coverage is our maximum limit of liability for all damages for *bodily injury* resulting from any *accident*.
2. This is the most *we* will pay regardless of the number of:
  - A. *Insureds*.
  - B. Claims made.
  - C. *Cars* or premiums shown in the *declarations*.
  - D. *Motor vehicles* involved in the *accident*.
3. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other coverage under this policy, including, but not limited to:
  - A. **LIABILITY COVERAGE.**
  - B. **MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE PAYMENTS COVERAGE, or ACCIDENTAL DEATH COVERAGE.**
  - C. **UNINSURED MOTORIST COVERAGE.**
4. *We* will not pay for any element of loss a *person* is entitled to receive under any of the following or similar law:
  - A. Workers' compensation law.
  - B. Disability benefits law.

### Other Insurance

1. If there is other Underinsured Motorist Coverage available under one or more policies or coverage provisions that is similar to the coverage provided by this **UNDERINSURED MOTORIST COVERAGE**:
  - A. Any recovery for damages under all such policies or coverage provisions may equal but not exceed the highest applicable limit for any one *motor vehicle* under any policy providing coverage on either a primary or excess basis.
  - B. Any Underinsured Motorist Coverage *we* provide with respect to a *motor vehicle* you do not *own* shall be excess over any policy providing such coverage on a primary basis.
  - C. Then when Underinsured Motorist Coverage is provided by this policy:
    - i. On a primary basis, *we* will pay only *our* share of the loss that must be paid under insurance providing coverage on a primary basis. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits for coverage provided on a primary basis.
    - ii. On an excess basis, *we* will pay only *our* share of the loss that must be paid under insurance providing coverage on an excess basis. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits for coverage provided on an excess basis.
2. *We* will provide primary coverage if a duly licensed automobile dealer provides a *car* to *you* or a *resident relative*:
  - A. For use as a temporary substitute while *your car* or a *newly acquired car* is out of normal use because of breakdown, repair or servicing.
  - B. To demonstrate the *car*.
3. This Underinsured Motorist Coverage is primary when a *car* is rented or leased to *you* or any *resident relative* by a *rental company*. A *rental company* is a *person* or entity in the business of providing private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days.

### Insured's Duties Under This Part

A *person* seeking **UNDERINSURED MOTORISTS COVERAGE** must do all of the following:

1. Promptly send *us* copies of the legal papers if a suit is brought.
2. Notify *us* in writing by certified mail, return receipt requested of a tentative settlement between the *insured* and the *insurer* of the *underinsured motor vehicle* and allow *us* 30 days to advance payment to that *insured* in an amount equal to the tentative settlement to preserve *our* rights against the *insurer*, *owner*, or operator of such *underinsured motor vehicle*.
3. As requested provide *us* with written documentation of all economic losses including but not limited to medical records and bills, employment records, income tax records, and insurance records.
4. As requested provide *us* with authorizations or court orders allowing *us* to obtain medical records, employment records, income tax records and insurance records.
5. As requested by *us*, submit to examinations under oath.
6. As requested by *us* submit to physical examinations at *our* expense by doctors *we* select as often as *we* may reasonably require.

Each of the following apply if *we* make a payment to any *person* under this coverage:

1. *We* shall be entitled to the extent of the payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that *person* against any person or organization legally responsible for that *person's bodily injury* for which that payment is made.
2. That *person* shall hold in trust for *our* benefit all rights of recovery which that *person* shall have against the other person or organization because of the damages which are the subject of claim made under this coverage.
3. That *person* shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights.
4. If requested in writing by *us*, that *person* shall take, through any representative designated by *us*, such action as may be necessary or appropriate to recover the payment as damages from that other person; in the event of a recovery, *we* shall be reimbursed out of the recovery for expenses, costs and attorney fees incurred by *us* in connection with the action.
5. That *person* shall execute and deliver to *us* instruments and papers as may be appropriate to secure the rights and obligations of that *person* and *us* established by this provision.

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#### INSURED'S DUTIES UNDER POLICY

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1. Even if *you* are not at fault, call *us* at **1-800-383-1357** to report the *loss* as soon as *you* can after any *accident* involving *you* or any *person* who may seek coverage under this policy. *You* must keep *us* informed of *your* most current mailing address and telephone number so *we* can communicate with *you*. *You* must provide *us* immediate notice if any of the following occur:
  - A. Any *resident relative* or *household member* turns 16 years of age.
  - B. Any *person* over the age of 14 who did not reside with the *named insured* on the date of inception for this policy moves into the *named insured's* household.
  - C. Any *resident relative* or *household member* obtains a driver's license after the policy was issued.
2. *We* have no duty to provide coverage under this policy unless and until any *person* seeking coverage fully complies with all the following duties:
  1. Call *us* as soon as possible after an *accident* to report the loss and must provide *us* with the names and addresses of any witnesses to the *accident* and any *persons* known to have suffered *bodily injury* or *property damage* because of the *accident*. The *person* must call even if the *person* does not believe they are responsible for the *accident*.
  2. Keep *us* informed of any changes to their address or telephone number within three working days of any change.
  3. Cooperate with *us* in the investigation, settlement, and defense of any claim or suit. Such cooperation includes but is not limited to:
    - i. Communicate with any attorney *we* appoint to defend that *person*.
    - ii. Cooperate with defense counsel and follow directives concerning the defense of the claim.
    - iii. Attend scheduled depositions, hearings and trials.
    - iv. Secure and give evidence, including, but not limited to, contact information for any witness.
    - v. Complete documents required in litigation.
  4. Promptly notify *us* every time that *person* receives any notice or communication from an attorney, claimant, or court concerning any loss or claim for which that *person* may be seeking coverage. If such notice is in written form, the *person* seeking coverage must also send *us* copies of such notice.
  5. Submit, as often as *we* reasonably require:
    - A. To physical and mental exams by physicians *we* select and pay for.
    - B. To interviews and statements recorded by audio and/or video, including examinations under oath, which *we* may conduct outside the presence of any *person* other than an attorney representing the *person* seeking coverage, when that attorney has provided written confirmation of representation of the *person* seeking coverage.
  6. Authorize *us* to obtain the following:
    - A. Medical reports.
    - B. Other pertinent records.
  7. Submit a written proof of loss under oath when required by *us*.
3. A *person* seeking **LIABILITY COVERAGE** shall not enter into any agreement with a third party bringing a claim or filing a lawsuit against that *person* without *our* written consent. Nor shall such *person* make any payment to such a third party without *our* written consent. A breach of this paragraph shall render coverage under the policy null and void.
4. A *person* seeking **PHYSICAL DAMAGE COVERAGE** must also:
  1. Take reasonable steps after loss to protect any *car* to which coverage applies and its equipment from further loss.
  2. Notify the police within twenty-four (24) hours if any *car* to which this coverage applies is stolen or vandalized.
  3. Permit *us* to inspect and appraise the damaged property before its repair or disposal.
5. Except as may be required under a state *compulsory insurance law*, *we* have no duty to provide coverage if *your* failure to cooperate or failure to comply with *your* duties prejudices *us* in *our* ability to defend or compromise any claim under this policy.



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**STANDARD POLICY TERMS  
APPLICABLE TO ALL COVERGE PARTS**

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**Bankruptcy**

Bankruptcy or insolvency of an *insured person* shall not relieve *us* of any obligations under this policy. In case of execution of a judgment against an insured *person* is returned unsatisfied solely because of the insolvency or bankruptcy of an insured *person* in an action brought by an injured *person* or his/her personal representative, then an action may be maintained by the injured *person* or his or her personal representative against *us* under the terms of the policy for the amount of the judgment in the action not exceeding the amount of the liability limits set forth in the *declarations*. Notwithstanding this provision, *we* reserve all rights *we* have under the policy and the laws of the state in which the judgment was entered to challenge the judgment, damages, reasonableness of the judgment, and its amount.

**Changes, Communication and Authority of Named Insureds and Spouses**

1. This policy contains all the agreements between the *named insured* and *us*. Its terms may not be changed or waived except by a written endorsement issued by *us*.
2. With respect to the premium for this policy, unless provided by an alternative payment plan in effect with *us*, the premium is due and payable in full on or before the first day of the policy period shown on the most recently issued *declarations* or renewal notice.
3. The premium for this policy may vary based upon the purchase of other insurance from *us*.
4. *We* developed the premium for the policy based upon the information provided to *us* in the application for coverage and other sources. *You* must inform *us* if the information *you* provided, or any other information used to determine premium is incorrect, incomplete, or changes during the policy period. If *we* learn that the information provided may have changed or was incorrect, *we* may or may not contact *you* before changing *your* policy to reflect the different information. The policy changes may result in a premium increase that generates an immediate amount due and higher future payments. *You* must answer *our* questions regarding information used to calculate you premium when *we* ask. If *you* do not answer *our* questions when *we* ask, then *we* have the right to increase or decrease *your* premium based on the information *we* have. It is critical that *you* read all communications *we* send *you* and contact *us* immediately if *you* have any questions or object to any changes. Changes may be effective as early as the date the policy first became effective, even if it is a prior term, and shall apply to all renewals, reinstatements, or rewrites of the policy. *Our* endorsement of the policy to correct information provided in the application for insurance shall not be a waiver of any rights *we* may have at law, in equity or under this policy to cancel, reform, or rescind this policy. If *we* increase *your* premium during the policy period, then *you* must pay the amount of the increase.
5. *We* developed your payment due date schedule based upon the information provided to *us* in the application for coverage. If *we* learn that the information provided may have changed or was incorrect, *we* may change your payment due date schedule. *We* may or may not contact *you* before changing *your* payment due date schedule.
6. *We* have the option, but not the obligation, to unilaterally modify the mailing address on *your* policy for the purposes of enhancing processing and mail delivery and reducing undeliverable mail to reflect:
  - A. Standardized address formats recognized by the United States Postal Service.
  - B. Any corrected or supplemental address content recognized by the United States Postal Service. This includes, but is not limited to, (i) modifying the city, zip code, or both, to reflect the United States Postal Service city and zip code for the street address provided and (ii) modifying a street name or number to reflect the zip code provided.
  - C. An address change associated with any *person* listed on the *declarations* obtained through a source recognized by the United States Postal Service, including, but not limited to the National Change of Address System and Address Change Service or similar service. *We* have the option, but not the obligation, to assume that the *named insured's* mailing address should change if the United States Postal Service or such other entities notify *us* of a change of address even if the *named insured* did not complete the change of address form. *We* never have the obligation to change the *named insured's* mailing address unless *we* received a written request directly from the *named insured*. Notice from the United States Postal Service, National Change of Address, or any other service providing address change information does not constitute notice directly from the *named insured*.
  - D. Information obtained during the underwriting or servicing of *your* policy or investigation and handling of any claim.
7. Any *named insured* and *spouse* has the right to act on behalf of all *named insureds* and *we* have the right to rely on instructions from any *named insured* or *spouse* regarding policy changes, renewals, cancellations, or reinstatements. *We* also have the right, but not the obligation, to require written consent to any change, renewal, cancellation, or reinstatement from all *named insureds*.
8. Notice by *us* to any *named insured* shown on the *declarations*, including, but not limited to, notice of cancellation and non-renewal, shall be considered notice to all *named insureds* and all other parties entitled to notice under this policy and any applicable law.
9. We have the right to refuse any requests to add *cars, motor vehicles, rated drivers, excluded drivers*, address changes, and any other endorsement to a policy.

### **Fraud, Misrepresentations and Omissions**

1. *We* do not provide coverage for any *person* who knowingly with intent to defraud has made fraudulent statements or engaged in fraudulent conduct in connection with any *accident* or loss for which coverage is sought under this policy.
2. *We* do not provide coverage for any *person* if the *named insured*, or anyone on the *named insured's* behalf, misrepresented, omitted or concealed any material fact or information in the application for insurance or in seeking benefits under this policy.
3. If *we* are restricted from exercising *our* full rights under paragraphs 1 and 2 above because of a *compulsory insurance law*, then *we* will only pay those benefits and limits required by such law to the extent no other insurance satisfies the requirements of such law, and *you* and any *person* seeking coverage under this policy shall repay *us* for any payments or costs that *we* would not have made if such law did not restrict *our* rights. Costs include, but are not limited to, attorney fees, settlement payments, investigation fees and reports, postage, copying charges, deposition fees, mileage, and fees for experts.

### **Legal Action Against Us**

1. No legal action may be brought against *us* until there has been full compliance with all the terms of this policy. In addition, under **LIABILITY COVERAGE**, no legal action may be brought against *us* until the amount of that obligation has been finally determined by a judgment after an actual trial and any applicable appeal, if any, or by agreement between a *person* seeking coverage under this policy, an injured *person* and *us*.
2. No *person* or organization has any right under this policy to bring *us* into any action to determine the liability of an insured or any other *person* who might seek liability coverage under this policy.

### **Subrogation and Our Right to Recover Payment**

1. If *we* make a payment under this policy and the *person* to (or for) whom payment was made has a right to recover damages from another *we* shall be subrogated to that right. That *person* shall do all of the following:
  - A. Do whatever is necessary to enable *us* to exercise *our* rights.
  - B. Do nothing after loss to prejudice *our* rights.
  - C. Hold in trust for *us* such rights of recovery.
  - D. Do whatever is necessary to secure these rights.
  - E. Execute and deliver to *us* any instruments and papers as may be appropriate to secure that *person's* and *our* rights.However, *our* rights in paragraph 1 do not apply to payments made under **PHYSICAL DAMAGE COVERAGE**, against any *person* using a *car* with *your* consent to do so, so long as that *person* does not go outside the scope of that consent.
2. *Our* right to recover payment under paragraph 1 for payments made under **MEDICAL PAYMENTS COVERAGE**, **INCOME DISABILITY COVERAGE**, or **ACCIDENTAL DEATH COVERAGE** shall apply only after the *person* has been fully compensated for their damages.
3. If *we* make a payment under this policy because a *compulsory insurance law* requires *we* do so notwithstanding the language of this policy or *our* right to rescind or void coverage, then *we* reserve the right to seek recovery for such payment from any *person* or *persons* responsible for the *accident* involved with the payment.
4. If *we* make a payment under this policy and the *person* to (or for) whom payment is made recovers damages from another:
  - A. That *person* shall hold in trust for *us* the proceeds of the recovery; and
  - B. That *person* shall reimburse *us* to the extent of *our* payment.

### **Policy Period and Territory**

1. This policy applies only to *accidents* and losses that occur:
  - A. During the policy period shown on the *declarations*, unless the policy period is terminated sooner pursuant to the **TERMINATION** provision, below; and
  - B. Within the policy territory.
2. The policy territory is:
  - A. The United States of America, its territories or possessions; and
  - B. Canada.
3. If the policy period is less than six (6) months, then the *named insured* purchased a policy whose expiration date is determined by the amount of premium paid. The length of the policy term will be the number of calendar days that the payment covers based on the per day premium cost of the policy. Payment of an amount less than the renewal premium applicable on the date *we* renew the policy will result in a pro-rated policy period. The amount *you* owe may be greater than the amount set forth in *our* renewal offer if the rating information considered at the time *we* offered to renew the policy is different than the rating information at the time of the renewal, which will result in a shorter policy period than quoted.

### **Termination**

Nothing contained in this **Termination** section shall affect *our* right to rescind, reform, or otherwise cancel this policy or any coverage part thereof, except as may be restricted under the laws of the state where this policy was issued. The exercise of *our* right of cancellation shall not constitute a waiver of any right *we* may have to rescind or reform this policy or any coverage part therein.

1. **Cancellation** This policy may be cancelled during the policy period as follows:
  - A. *You* may cancel this policy by giving *us* advance signed written notice of the date cancellation is to take effect. At *our* option, *we* may accept verbal notice.
  - B. *We* may cancel by mailing to the *named insured* at the address shown on the last *declarations we* issued prior to the mailing of the notice:
    - i. At least 10 days' notice if *we* cancel for nonpayment of premium; or
    - ii. At least 20 days' notice if *we* cancel for any other reason.
  - C. *We* have the right to cancel this policy within the first sixty (60) days of its inception for any reason not prohibited by law.
  - D. *We* have the right to cancel this policy after this policy has been in effect for sixty (60) days for any of the following reasons:
    - i. Non-payment of premium.
    - ii. If the *named insured* or any driver of the *car* is convicted of any of the following:
      - a. Driving while intoxicated.
      - b. Homicide or assault arising out of the use of a motor vehicle.
      - c. Three (3) convictions for the following during the policy period, including three (3) months before the effective date of the policy:
        1. Speeding.
        2. Reckless driving.
        3. Any combination of (1), and/or (2), above.
    - iii. If the driver's license or motor vehicle registration of the *named insured* or of any other operator who resides in the same household or operates an automobile insured under this policy has been suspended or revoked during the policy period or, if the policy is a renewal, during its policy period or the one hundred eighty (180) days preceding its effective date.
    - iv. For fraud or misrepresentation of a material fact, the knowledge of which would have caused *us* not to issue the policy, except with respect to injury to a third party because of the *insured's* negligent operation or a motor vehicle.
    - v. *You* move out of the state *you* represented on *your* application as the location where *you* resided when *we* issued this policy or begin primarily garaging *your car* out of the state where such *car* was represented on *your* application to be garaged when *we* issued this policy.
    - vi. Any other reason permitted by law.
2. **Non-Renewal**
  - A. *We* have the right not to renew this policy.
  - B. If *we* decide not to renew this policy upon expiration of the policy period shown in the *declarations*, *we* will mail 30 days notice of nonrenewal to the *named insured* at the address shown on the last *declarations we* issued.
  - C. *We* will only non-renew the coverage provided under this policy pursuant to any of the following:
    - i. One of the reasons listed in Paragraph 1.C. of the **Cancellation** subsection exists.
    - ii. The commissioner of insurance requires or permits *us* to reduce *our* premium volume.
    - iii. *We* have ceased doing business in the state of where this policy was issued.
    - iv. *We* have medical evidence which shows that *you* or a *resident relative* have a physical or mental disability that impairs *your* or a *resident relative's* ability to drive in a safe and reasonable manner.
    - v. *We* discover that there is unfavorable underwriting information that pertains to *you* or a *resident relative* that was either not disclosed or could not have reasonably been discovered by *us* when this policy was issued or last renewed.
    - vi. Any other reason permitted by law.
3. **Automatic Termination**
  - A. This policy will automatically terminate at the end of the policy period. *We* will offer to renew *your* policy if the laws of the state where *we* issued this policy require *us* to do so. However, *our* failure to offer to renew *your* policy, even if required by applicable state law, will not cause it to continue beyond the end of the policy period. *We* may, at *our* option, offer to renew *your* policy if the laws of the state where *we* issued this policy do not prohibit *us* to do so. Failure to pay the required renewal or continuation premium when due shall mean that *you* have not accepted *our* offer to renew.
  - B. If *you* obtain other insurance on *your car*, any similar insurance provided by this policy will terminate as to that *car* on the effective date of the other insurance.

- C. If **your car** is sold or interest is transferred to someone other than **you** or a **resident relative**, any insurance provided by this policy will terminate as to that **car** on the effective date of the sale or transfer.
4. **Acceptance of Late Premium Payments**  
**We** may accept late premium payments, but reserve the right to reject such payments. **Your** late payment, even if **we** elect to accept it, may result in a gap in coverage or the issuance of a replacement policy, or both. All coverage elections, rejections, driver exclusions, or other policy terms, including the representations **you** made in the procurement of **your** policy shall apply to any resulting reinstated, rewritten, renewal, or replacement policy.
5. **Other Billing and Termination Provisions**
- A. All billing, cancellation, and non-renewal notices shall be sent by United States Postal Service first class mail. Such notice will be sent using Intelligent Mail barcode (IMb) method, or other mail tracking method used, approved, or accepted by the United States Postal Service only if required by the laws of the state of the garaging location listed on the first **declarations we** issued. By accepting the terms of this policy, the **named insured** consents to notice delivered through **our** authorized pre-sort vendor and delivery on the date of delivery recorded by that vendor or by the United States Postal Notices to the **named insured** at the address shown on the **declarations** even if the address on the **declarations** was amended without **your** approval to reflect what **we** believed was **your** most current address
- B. **We** may deliver any notice by hand or commercial courier service instead of mailing it through the United States Postal Service.
- C. Evidence that any billing, cancellation, or non-renewal notice was mailed per paragraph 5.A. or 5.B. shall be sufficient proof of notice. Unless otherwise required by law, **our** affidavit regarding compliance with **our** mailing process and procedure shall be sufficient proof of mailing.
- D. Any notice of billing, cancellation, or non-renewal shall be deemed delivered upon deposit of such notice by **us** or **our** agent with the USPS, hand delivery, or commercial courier service, and any required notice periods shall commence upon such deposit.
- E. If notice of billing, cancellation, or non-renewal is returned to **us** as undeliverable, **we** shall have no obligation or duty to send any additional notice. If this policy is cancelled, **you** may be entitled to a premium credit. Making or offering a credit is not a condition of cancellation. If **we** cancel **your** policy without a request by **you**, we will apply a credit in an amount equal to the pro-rata unearned portion of the policy premium. If **we** cancel **your** policy at **your** request, **we** will apply a credit in an amount equal to ninety percent (90%) of the daily pro rata unearned portion of the policy premium. **We** will apply credits, if any, from the cancellation of **your** policy to **your** unpaid premium balance and will then mail any balance to the address shown on the last **declarations we** issued. All credits will be subject to the minimum earned premium for the policy. Any balance **we** owe to **you** will not be delivered with the cancellation notice. It will be delivered within a reasonable time after cancellation takes effect, allowing for sufficient time for **your** and **our** financial institutions to process all payments **you** made and for **us** to process the credit. No coverage will extend during the period after the cancellation effective date and **your** receipt of any balance **we** may owe **you**.
- F. The effective date of cancellation stated in the notice shall become the end of the policy period.
- G. All policies end at 12:01 a.m. on the date of cancellation, non-renewal, expiration, or automatic termination. No coverage will be available for the remaining 23 hours and 59 minutes of the day of such cancellation, non-renewal, expiration, or automatic termination.

#### **Transfer of Your Interest in This Policy**

1. **Your** rights and duties under this policy may not be assigned without **our** written consent. However, if a **named insured** shown on the **declarations** dies, coverage will be provided for either:
- A. The **named insured's** surviving **spouse** if such **spouse** resided with the **named insured** immediately before the death of the **named insured**. Coverage applies to the **spouse** as if the **spouse** were the **named insured** shown in the **declarations**.
- B. A duly appointed legal representative of the deceased **named insured's** estate, as if the legal representative were the **named insured** shown on the **declarations**. This applies only with respect to the representative's legal responsibility to maintain or use an **insured car**.
2. Coverage will only be provided until the end of the policy period. No renewal or coverage change may be made by such legal representative or **spouse** in the name of a deceased **named insured**.

#### **Dishonored Checks, Payments or Transactions**

1. If **your** initial premium payment, renewal payment, replacement policy payment, or payment to reinstate **your** policy is by check, draft, electronic funds transfer, credit card, debit card, or similar form of remittance, then coverage under this policy is conditioned on payment to **us** by the financial institution.
- A. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, and the dishonored payment was:
- i. An initial premium payment or initial payment on a replacement policy, then this policy may, at **our** option, be deemed void from its inception. This means **we** will not be liable for any claims or damages that would otherwise

be covered by this policy if the check, draft, electronic funds transfer, credit card, debit card, or similar form of remittance had been honored.

- ii. A payment to reinstate **your** policy, then **your** policy will terminate on the date and time shown on the prior cancellation notice. Any notice **we** issued that reinstated coverage is then void. **We** will not be liable under this policy for claims or damages after the date and time indicated on the prior cancellation notice.
  - iii. A renewal payment, then **your** policy will terminate at on the date and time of the expiration of the proceeding policy term as shown on the renewal notice as it would have if no renewal payment had been made. Any notice **we** issued that renewed coverage is then void. **We** will not be liable under this policy for claims or damages after the date and time of the expiration of the proceeding term as noticed on the prior renewal notice.
- B. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void, terminate, or cancel this policy.
- C. **We** shall have no obligation to provide **you** with the notice outlined in the **Cancellation** portion of the **Termination** section of this policy if we void or otherwise terminate this policy in response to the dishonored payment.
1. **We** may elect to give **you** an opportunity to correct any default in **your** obligation to pay premiums associated with dishonored checks or transactions. Any such opportunity will only be provided at **our** sole discretion and will be delivered to **you** in writing. Failure to receive notice of such opportunity shall mean **we** have elected not to extend it to **you**.
  2. **We** will attempt to collect any dishonored check or transaction to cover any premium that may be due for any coverage we may be obligated to provide. These efforts to collect a dishonored check or transaction, even if successful, will not cause **your** coverage to extend beyond the termination date and time set forth in the notice. The cancellation or rescission will remain in effect even if **we** ultimately collect or **you** replace the dishonored check or transaction. **We** will refund to **you** any remaining balance after all premiums and fees due have been paid.
  3. Exercising **our** right to cancel **your** policy instead of rescinding it shall not constitute an agreement to make such an election or provide notice of cancellation in the future.
  4. **We** also reserve the right to pursue all efforts to collect the maximum amount of any fees (including attorney fees) which **we** are permitted by law to charge and collect because of **your** dishonored check(s) or transaction(s). **Our** efforts to collect these fees, even if successful, will not (i) cause **your** coverage to extend beyond the cancellation date and time set forth in the notice of cancellation if **we** cancelled **your** policy or (ii) cause any coverage to be available under **your** policy if **we** voided **your** policy.

### Delivery Rules

The following rules govern when a payment is considered delivered to **us**:

1. A mailed payment is considered delivered to **us** on the earlier of the following:
  - A. The United States Postal Service postmark date on the envelope containing payment if the postmark date is before the due date, cancellation effective date, or expiration date.
  - B. The day after the United States Postal Service postmark date on the envelope containing payment if the postmark date is on or after the due date, cancellation effective date, or expiration date.
  - C. The day **we** physically receive the payment in **our** office if the envelope containing payment is metered, not postmarked, or the postmark is not legible.
2. If **you** deliver a payment in person to **us** or to the licensed insurance producer shown on the **declarations** authorized to receive payments on **our** behalf and receive a receipt, then **your** payment is considered delivered to **us** on the earlier of either:
  - A. The date and time on the receipt if **you** receive a timed and dated receipt.
  - B. 12:01 a.m. the day after the date on the receipt if **you** receive a receipt without both a date and time.
3. **We** will notify **you** if **we** revoke the authority of the licensed insurance producer shown on the **declarations** to receive payments on **our** behalf.
4. If **you** deliver **your** check, credit card or debit card at **our** approved internet site or **our** toll-free telephone number, then **your** payment will be considered delivered to **us** on the date and time **our** records reflect that **we** processed **your** payment.
5. In all other circumstances, including but not limited to instances **you** use a payment agent or bill-paying service, **your** payment will be considered delivered to **us** at 12:01 am on the day after **your** payment is collected and processed by **us**.

### Mailing and Electronic Delivery of Notices

If the **named insured** or **spouse** consents to delivery of notices by electronic means, delivery by **us** of any notice to **the named insured** or **spouse** at the electronic mail address provided to **us** shall be considered equivalent to any delivery method required under applicable law. This includes delivery by first class mail, first class mail-postage prepaid, certified mail, certificate of mail, or certificate of mailing. This provision shall not apply if the **named insured** or **spouse** has provided **us** with a withdrawal of such consent.

### Electronic Access of Policy Documents

All policy forms, documents, and endorsements are available electronically at [www.tradersauto.com](http://www.tradersauto.com) and may be printed or downloaded free of charge. Copies of policy documents will be mailed to the **named insured** at the **named insured's** request. The **named insured** may request copies in writing or by calling **us**.

### **Financial Responsibility Disclaimer**

At **your** request or as required by state law, **we** may assist **you** in satisfying **your** obligation to provide proof of financial responsibility to a state by making certain electronic or paper filings with that state's regulatory authority. **You** acknowledge that the obligation to file and/or maintain proof of financial responsibility is **your** sole obligation and cannot be assigned or delegated. **You** further acknowledge that the responsibility to know whether a filing is made and to maintain such filing is **your** sole responsibility. The notification process to a state regulatory authority of issuance or termination of **your** insurance is subject to electronic and/or human error. The consequences that can result from an error in the state's records can be severe and can include, but are not limited to:

1. Suspension of **your** license.
2. Imposition of fines and penalties.
3. Incarceration.

Depending on the nature of the filing **we** make, **we** have charged no fee or a nominal fee to assist **you** in satisfying **your** obligation. In the event **your** financial responsibility filing is not filed, is filed incorrectly or is filed with a state other than the one **you** are obligated to report to, **we** do not assume any liability for such failure in excess of the fee **we** charged to make such filing, if any, even if such failure is through **our** fault or any agent, employee or producer.

### **Choice of Law**

Without regard to choice of law, if there is a disagreement concerning the interpretation and application of any provision in this policy, this policy will be interpreted and applied in accordance with Arkansas law.

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### **IMPORTANT POLICYHOLDER INFORMATION**

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Inquires concerning your policy should first be directed to your insurance agent. If your agent is unable to address your inquiry, you should then contact our Policy Services department. The name, address, and telephone number of your agent, if one is involved, and the address and phone number of our Policy Services department are shown on the **declarations**.

If you require additional information, you may contact the Arkansas Insurance Department at either the following address or phone number:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
Telephone: 1-800-282-9134