These policy provisions, along with your insurance application, the Dec Page, and any endorsements issued to form a part thereof, complete this policy and constitute your entire policy with us.

IMPORTANT NOTICE

Unless drivers residing with the Named Insured are NAMED on the Dec Page, coverage may not be afforded. If you desire coverage for drivers other than those shown, request us or your agent to have your policy amended to list the additional drivers.

WARNING

This policy does not provide coverage in Mexico. You may spend many hours or days in jail if you have an accident in Mexico without automobile insurance. Under the laws of Mexico, some other penalties are possible. This may include the impoundment of your automobile. If you drive in Mexico, you should secure coverage from an insurance company licensed to do business in Mexico.
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OKLAHOMA MOTOR VEHICLE POLICY

In consideration of the representations on your application, and if you pay your premium when due, we agree to provide you this insurance, subject to all the terms and provisions of this policy, and up to the Limits of Liability described in this policy and shown on the Dec Page.

YOUR DUTIES IN CASE OF AN ACCIDENT OR LOSS

NOTICE OF ACCIDENT OR LOSS

If there is an accident or loss arising out of the ownership, maintenance, or use of a vehicle, for which coverage may be provided under this policy, report it to us within twenty-four (24) hours or as soon as practicable. Call us toll free at 1-800-207-3618.

For coverage to apply under this policy, you or an insured person must promptly report each accident or loss even if the insured person is not at fault.

You or an insured person should report to us the following accident or loss information:
1. time;
2. place;
3. circumstances of the accident or loss (for example, how the accident happened and weather conditions);
4. the damage that resulted;
5. names and addresses of the injured persons;
6. names and addresses of witnesses; and
7. the license plate numbers of the vehicles involved.

You or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:
1. you cannot identify the owner or operator of a vehicle involved in the accident; or
2. theft or vandalism has occurred.

OTHER DUTIES

A person claiming coverage under this policy must:
1. cooperate with us in the investigation, settlement or defense of any claim or lawsuit;
2. promptly send **us** copies of any and all notices or legal papers relating to any claim or lawsuit;
3. provide any written proof of loss **we** may reasonably require on forms provided by **us**;
4. allow **us** to take signed or recorded statements, including sworn statements and examinations under oath outside the presence of any other insured person, and answer all reasonable questions **we** may ask, when and as often as **we** may reasonably require;
5. prepare for and attend hearings, depositions, and any trials or arbitration as **we** require;
6. take reasonable steps after **loss** to protect the covered vehicle, non-owned vehicle, or trailer and its equipment from further **loss**. **We** will pay reasonable expenses incurred to provide such protection;
7. permit **us** to inspect and appraise the damage to a covered vehicle, non-owned vehicle, or trailer before its repair or disposal and allow **us** to secure competitive estimates for the repair or replacement;
8. submit, as often as reasonably required, to physical exams at **our** expense by physicians we select;
9. authorize **us** to obtain medical, employment, and other pertinent records and allow **us** to discuss, when appropriate, the injury or impairment with any medical provider or employer; and
10. provide **us** truthful and accurate information.

**GENERAL DEFINITIONS**

Throughout this policy, “**we**”, “**us**”, and “**our**” means the Company providing this insurance as shown on the Dec Page, and “**you**” and “**your**” refer to:
1. the named insured shown on the Dec Page; and
2. the spouse if a resident of the same household. If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered “**you**” and “**your**” under this policy but only until the earliest of:
   a. the end of 90 days following the spouse’s change of residency;
   b. the effective date of another policy listing the spouse as a named insured; or
   c. the end of the policy period.
In addition, except as otherwise defined in this policy, terms appearing in boldface will have the following meaning:
1. “Accident” means a sudden, unexpected, and unintentional occurrence. An intentional act, event, or happening is not an “accident”.

2. “Actual cash value” means the lesser of:
   a. the amount of money required to replace the damaged property with similar property in like condition; or
   b. the amount of money to restore the property by repairs to its pre-damaged condition, at current prices.

3. “Auto business” means the business or occupation of selling, repairing, servicing, storing, parking, delivering, testing, or road testing motor vehicles.

4. “Bodily injury” means bodily harm, sickness, or disease, including death resulting there from.

5. “Business” includes a trade, profession, or occupation, whether engaged in full or part time.

6. “Commercial use” means the transportation of persons or property in the business of any insured, or for hire, compensation or profit. This includes, but is not limited to, pickup or delivery of magazines, newspapers, food, drinks, or any other products.

7. “Contamination” means any unclean or unsafe or damaging or injurious or unhealthy condition arising from the presence of pollutants, whether permanent or transient.

8. “Covered vehicle” means:
   a. any vehicle shown on the Dec Page, unless you have asked us to delete that vehicle from the policy; or
   b. a new vehicle.

9. “Dec Page” or “Declarations Page” means the document from us listing:
   a. the named insured and his or her mailing address;
   b. the types of coverage you have elected;
   c. the limit for each coverage;
   d. the cost for each coverage;
   e. the vehicles covered by this policy;
   f. the types of coverage for each such vehicle;
   g. the garaging zip code of each covered vehicle;
   h. all residents and other drivers who are covered by this policy; and
   i. other information applicable to this policy.

The Dec Page is a complete document identifying all coverage provided by us, and will not be deemed modified by any other written or oral
communications until the stated effective date on a new or amended Dec Page prepared by us.

10. “Loss” means sudden, direct, and accidental loss or damage.

11. “Minimum limits” refers to the following limits of liability required by Oklahoma law to be provided under a policy of automobile liability insurance:
   a. $25,000 for each person, subject to $50,000 for each accident, with respect to bodily injury; and
   b. $25,000 for each accident with respect to property damage.

12. “Motor home” means a motor vehicle designed, reconstructed, or permanently altered to provide facilities for human habitation enclosed within a solid body shell and built into an integral part of, or permanently attached to, a self-propelled motor vehicle chassis or van.

13. “Motor vehicle” means any vehicle designed for use principally upon public streets and highways and subject to motor vehicle registration laws.

14. “New vehicle” means any operable or inoperable, the ownership or leasehold of which is acquired solely by you, provided the vehicle meets these five conditions:
   a. you acquire the vehicle during the policy period shown on the Dec Page;
   b. it replaces a vehicle listed on the Dec Page and you have transferred title and possession of the replaced vehicle on or prior to the date of acquisition of the new vehicle, or we insure all vehicles owned by you on the date you take delivery of such vehicle;
   c. the vehicle has never been owned by or registered to you, a relative, your non-resident spouse or ex spouse, a person residing with you, a person listed by name as a driver on the Dec Page, your employer, or any legal entity in which your and/or a relative’s ownership interest exceeds twenty (20) percent;
   d. you apply to us for insurance on such acquired vehicle within thirty (30) days of such acquisition, and pay the required premium when due. Coverage is limited to the lesser of thirty (30) days from the date of acquisition or the date the policy subsequently expires or is canceled, unless we agree, in writing, to a further extension of coverage; and
e. no other insurance policy provides coverage for that vehicle.

15. “Non-owned vehicle” means:
   a. any vehicle that is not owned by, or registered to, or available for the regular use of you, a relative, your non-resident spouse or ex spouse, a person residing with you, a person listed by name as a driver on the Dec Page, your employer, or any legal entity in which your and/or a relative’s combined ownership interest exceeds twenty (20) percent, and has never been owned by or registered to you or any other person or entity listed above; or
   b. any vehicle insured under a separate policy providing bodily injury and property damage liability coverage.

16. “Occupying” means in, on, entering, or exiting.

17. “Operator” means the person sitting immediately behind the steering controls of a motor vehicle and no other person.

18. “Owned”, “owns”, and “ownership” mean the person or entity:
   a. holds legal title to the vehicle;
   b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
   c. has legal possession of the vehicle that is leased to a person or entity under a written agreement for a continuous period of six months or more.

19. “Owner” means any person who, with respect to a vehicle, owns the vehicle.

20. “Pollutants” means smoke, vapors, soot, fumes, acids, alkalis, chemicals, liquids, solids, gasses, sounds, waste materials, thermal pollutants, all other irritants, and contaminants.

21. “Property damage” means physical damage to, or destruction of, tangible property, including loss of use.

22. “Punitive damages” means money that a judge or jury awards as a means of punishing a person, or setting an example. It includes any damages which are awarded for any purpose other than as compensatory damages for bodily injury or property damage.

23. “Relative” means a person residing in the same household as you, and related to you by blood, marriage, or adoption, including a ward, stepchild, or foster child. Your unmarried dependent children
(including a ward or foster child) temporarily away from home, attending school, or in the armed forces will be considered residents if they intend to continue to reside in your household.

24. “Resident” and any other form of the word “reside” refer to a person living with, and inhabiting the same dwelling as you.

25. “Trailer” means a non-motorized trailer designed to be pulled on public roads by a vehicle. It includes a farm wagon, or farm implement while being towed by a vehicle. “Trailer” does not include a mobile home, or a trailer used as a primary residence, office, store, display, or a passenger conveyance, or used in the auto business.

26. “Vehicle” means:
   a. a self-propelled land motor vehicle:
      (i) of the private passenger, pickup body, or cargo van type;
      (ii) designed for use principally upon public roads;
      (iii) with four (4) or six (6) wheels and two (2) axles; and
      (iv) with a rated load capacity of 4,000 pounds or less according to the manufacturer’s specifications.
   “Vehicle” does not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area; except under the following four conditions:
      (i) such vehicle is rented from a licensed rental agency;
      (ii) there is a written rental agreement for a specified rental period;
      (iii) such vehicle has a rated load capacity of no more than 4,000 pounds; and
      (iv) such vehicle is used for personal use only;
   b. a motor home shown on the Dec Page; or
   c. a pickup camper or shell shown on the Dec Page.

27. “Volunteer work” means work performed without compensation other than:
   a. reimbursement of actual expenses incurred;
   b. disbursements of meals; or
   c. other similar incidental compensation.
PART I – LIABILITY TO OTHERS

INSURING AGREEMENT – BODILY INJURY LIABILITY; PROPERTY DAMAGE LIABILITY

Subject to the Limits of Liability, if you pay the premium for liability coverage, we will pay damages, other than punitive damages, for bodily injury or property damage for which an insured person becomes legally responsible because of an accident arising out of the:

1. ownership, maintenance, or use of a covered vehicle or an accident arising out of the maintenance or use of a non-owned vehicle; or
2. use of any trailer while attached to a:
   a. covered vehicle; or
   b. non-owned vehicle while operated by an insured person.

Damages include prejudgment interest awarded against an insured person.

We will settle or defend, as we consider appropriate, any claim for damages covered by this Part I.

ADDITIONAL DEFINITION

When used in this Part I:
“Insured person” or “insured persons” means:

1. you or a relative with respect to an accident arising out of the ownership, maintenance, or use of a covered vehicle;
2. any person, with respect to an accident arising out of that person’s use of a covered vehicle with the express or implied permission of you or a relative;
3. a relative listed by name as a driver on the Dec Page, provided such relative or relative’s spouse is not the owner of a vehicle other than a vehicle listed on the Dec Page, with respect to an accident arising out of the maintenance or use of a non-owned vehicle with the express or implied permission of the owner of the vehicle;
4. you with respect to an accident arising out of the maintenance or use of a non-owned vehicle with the express or implied permission of the owner of the vehicle; and
5. any Additional Interest Insured designated by you in your application or by a change request agreed to by us, with respect to liability for an accident arising out
of the use of a covered vehicle or non-owned vehicle by a person described in 1., 2., 3., or 4. above.

ADDITIONAL PAYMENTS

In addition to the applicable limits of liability, we will pay for an insured person:

1. all expenses that we incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of a judgment, until we have paid or tendered that portion of the judgment that does not exceed our Limit of Liability. This does not apply if we have not been given notice of the suit or the opportunity to defend an insured person;
3. premiums on appeal bonds or attachment bonds required in any lawsuit we defend. We have no duty to:
   a. purchase bonds in an amount exceeding our Limit of Liability; or
   b. apply for or furnish these bonds;
4. up to $250 for a bail bond required because of an accident or traffic law violation arising out of the ownership, maintenance, or use of a covered vehicle or non-owned vehicle. We have no duty to apply for or furnish this bond; and
5. all reasonable expenses, including loss of earnings, not to exceed $200 a day, incurred at our request.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including our duty to defend, does not apply to:

1. bodily injury or property damage arising out of the ownership, maintenance, or use of a vehicle or trailer while being used as a public or livery conveyance. This exclusion does not apply to:
   a. shared expense ride-share arrangements; or
   b. use of a vehicle by an insured person in the course of the insured person’s volunteer work for a tax-exempt organization.
2. any liability assumed by an insured person under any express or implied contract or bailment;
3. bodily injury to an employee of an insured person arising out of or within the course of employment, except for domestic employees if benefits are neither

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paid nor required to be provided under workers compensation, disability benefits, or similar laws;

4. **bodily injury** or **property damage** arising out of an **accident** involving a **vehicle** or **trailer** while being used by a person while employed or engaged in the **auto business**. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;

5. **bodily injury** or **property damage** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;

6. **bodily injury** or **property damage** due to nuclear reaction or radiation;

7. **bodily injury** or **property damage** for which insurance is or can be afforded under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that insurance are exhausted;

8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;

9. **bodily injury** or **property damage** reasonably expected to arise out of an intentional act by, or at the direction of, an **insured person**, whether or not that person intended or had the capacity to intend the harm, or for liability of an **insured person** for failing to prevent another's intentional act;

10. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person**. A **motor vehicle** operated by an **insured person** shall be considered to be property in the charge of an **insured person**. However, this exclusion does not apply to a rented residence or a rented garage damaged by a **covered vehicle**;

11. **bodily injury** to **you** or a **relative** to the extent the damages exceed the **minimum limits** required by the State of Oklahoma;

12. **bodily injury** or **property damage** resulting from a **relative's** operation or use of a **vehicle** or **trailer**, other than a **covered vehicle**, **owned** by a person who **resides** with **you**;

13. **bodily injury** or **property damage** resulting from, arising out of, or related to **pollutants** and/or **contamination** whether by a **vehicle** or an **insured person**. However, this exclusion does not apply to pollution caused by a hostile fire;
14. bodily injury or property damage resulting from your operation or use of a vehicle or trailer owned by you, other than a covered vehicle;
15. bodily injury or property damage arising out of the operation of farm machinery;
16. bodily injury or property damage arising out of the use of a covered vehicle or trailer while leased or rented to others. However, this exclusion does not apply to the operation of a covered vehicle by you or a relative;
17. bodily injury or property damage caused by an insured person while a motor vehicle is being used to commit a felony or for any other purpose which is legally recognized to be criminal. This exclusion does not apply to a felony deemed as such due solely to an alcohol or speed violation.;
18. bodily injury or property damage arising out of the ownership, maintenance, or use of a vehicle or trailer while it is parked and being used:
   a. for commercial purposes; or
   b. as a residence or premises; or
   c. as a premises for office, store, or display purposes; or
19. bodily injury or property damage resulting from the ownership, maintenance, or use of any vehicle or trailer, other than a covered vehicle, in the course of any business other than farming, or ranching.

LIMITS OF LIABILITY

The Limit of Liability shown on the Dec Page is the most we will pay regardless of the number of:
1. claims made;
2. covered vehicles;
3. trailers shown on the Dec Page.
4. insured persons;
5. lawsuits brought;
6. vehicles involved in an accident; or
7. premiums paid.

If the Dec Page shows a split limit:
1. the amount shown for “each person” is the most we will pay for all damages due to a bodily injury to one person in any one accident;
2. subject to the “each person” limit, the amount shown for “each accident” is the most we will pay for all damages due to a bodily injury to two or more persons in any one accident; and
3. the amount shown for “property damage” is the most we will pay for the aggregate of all property damage for which an insured person becomes liable from any one accident.

The bodily injury limit for “each person” includes the aggregate of claims made for such bodily injury and claims derived from such bodily injury, including, but not limited to, emotional injury or mental anguish resulting from the bodily injury of another or from witnessing the bodily injury to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part II or Part III of this policy; or
2. any Underinsured Motorist Coverage provided by this policy.

However, this provision does not apply to you or any relative with respect to payments for the same elements of loss under this coverage and Part II of this policy.

A vehicle and attached trailer are considered one vehicle. Therefore, the Limits of Liability will not be increased for an accident involving a vehicle that has an attached trailer.

FINANCIAL RESPONSIBILITY LAWS

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

OTHER INSURANCE

If this policy and any other policy or bond providing similar insurance apply to the same accident or loss, we will pay only our share of the damages. Our share is the proportion that our Limit of Liability bears to the total of all applicable limits. Any insurance we provide for a:
1. vehicle, other than a covered vehicle;
2. trailer, other than a trailer being towed by a covered vehicle; or
3. vehicle being used in the conduct of business;
will be excess over any other collectible insurance, self-insurance, or bond.

However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for a covered vehicle, shall be excess over any other collectible insurance unless such vehicle is owned by someone who is an authorized motor vehicle dealer. If this occurs and the accident arises out of the operation of such vehicle by you or a relative who is neither the owner nor an employee of the owner of such vehicle, we will provide primary insurance, provided:

1. the person operating the vehicle has a reasonable belief that the person is entitled to do so; and
2. the change in financial responsibility is evidenced by a release signed by the person operating the vehicle; and
3. no fee or lease charge has been made by the dealer for the use of the vehicle.

OUT-OF-STATE INSURANCE

If an accident to which this Part I applies occurs in any state or province other than the one in which a covered vehicle is principally garaged, and the state or province has:

1. a financial responsibility or similar law requiring limits of liability for bodily injury or property damage higher than the limits shown on the Dec Page, this policy will provide the higher limit;
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a vehicle in that state or province, this policy will provide the greater of:
   a. the required minimum amounts and types of coverage; or
   b. any higher limit you have elected, provided you have paid the premium for higher limits; or
3. laws that do not allow a motor vehicle insurer to exclude punitive damages from liability insurance coverage, the coverage afforded under this Part I will include, subject to the limits of liability, any award of punitive damages.
COMPLIANCE WITH COMPULSORY INSURANCE LAW

Liability insurance is provided in this policy in accordance with the coverage required by the Compulsory Insurance Law of Oklahoma.

PART II – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

Subject to the Limit of Liability shown on the Dec Page, if you pay the premium for Medical Payments Coverage, we will pay the usual and customary charge for reasonable and necessary expenses, incurred within three (3) years from the date of an accident, for medical services and funeral services because of bodily injury:
1. caused by an accident;
2. sustained by an insured person; and
3. arising out of the ownership, maintenance, or use of a motor vehicle.

Any dispute as to the usual and customary charge will be resolved between the service provider and us.

ADDITIONAL DEFINITIONS

When used in this Part II:
1. “Insured person” and “insured persons” mean:
   a. you or a relative while occupying a covered vehicle or non-owned vehicle;
   b. you or any relative when struck by a motor vehicle of any type, or a trailer, while not occupying a motor vehicle; and
   c. any other person while occupying a covered vehicle.
2. “Usual and customary charge” means an amount that we determine represents a customary charge for services in the geographical area in which the service is rendered. We shall determine this amount through the use of independent sources of our choice. Any dispute as to the usual and customary charge will be resolved between the service provider and us.
EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

Coverage under this Part II does not apply to bodily injury:

1. sustained while occupying a vehicle being used for commercial use. This exclusion does not apply to:
   a. shared expense ride-share arrangements;
   b. bodily injury sustained by you or a relative while a passenger in a taxi or limousine of the private passenger type vehicle which is not owned, rented, or leased for use by you or a relative; or
   c. use of a vehicle by an insured person in the course of the insured person’s volunteer work for a tax-exempt organization;
2. sustained while occupying any vehicle or trailer while being used as a residence or premises;
3. if workers compensation benefits are available for the bodily injury;
4. arising out of an accident involving a vehicle or trailer while being used by a person while employed or engaged in the auto business. However, this exclusion does not apply to you, a relative, or an agent or employee of you or a relative, when using a covered vehicle;
5. resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
6. due to nuclear reaction or radiation;
7. for which insurance is afforded under a nuclear energy liability insurance contract. This exclusion applies even if the limits of that insurance are exhausted;
8. for which the United States Government is liable under the Federal Tort Claims Act;
9. sustained by any person while occupying a covered vehicle or trailer without the express or implied permission of you or a relative;
10. sustained by you or a relative while occupying a non-owned vehicle without the express or implied permission of the owner;
11. that is intentionally inflicted on an insured person at that person’s request or self-inflicted;
12. sustained while occupying, or when struck by, any vehicle, other than a covered vehicle, which is:
   a. owned by you; or
   b. furnished or available for your regular use;
13. sustained while occupying a vehicle when it is being used in the business of an insured person. However, this exclusion does not apply to bodily injury sustained while occupying a:
   a. private passenger auto;
   b. pickup or van; or
   c. trailer used with a vehicle described in a. or b. above; or
14. caused by or as a consequence of:
   a. discharge of a nuclear weapon (even if accidental);
   b. war (declared or undeclared);
   c. civil war;
   d. insurrection; or
   e. rebellion or revolution.

LIMITS OF LIABILITY

The Medical Payments Limit of Liability shown on the Dec Page is the most we will pay for each insured person injured in any one accident, regardless of the number of:
1. claims made;
2. covered vehicles;
3. trailers shown on the Dec Page;
4. insured persons;
5. lawsuits brought;
6. vehicles involved in an accident; or
7. premiums paid.

Any amount payable under this Part II to an insured person, other than you or a relative, will be reduced by any amount paid or payable for the same expense under Part I – Liability To Others or Part III – Uninsured/Underinsured Motorist Coverage.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part I or Part III of this policy; or
2. any Underinsured Motorist Coverage provided by this policy.

However, this provision does not apply to you or a relative.
OTHER INSURANCE

If there is other applicable vehicle medical payments insurance, we will pay only our share of the medical and funeral services. Our share is the proportion that our Limit of Liability bears to the total of all applicable limits. However, any insurance we provide for an insured person occupying a:

1. vehicle, other than a covered vehicle; or
2. trailer, other than a trailer being towed by a covered vehicle;

will be excess over any other vehicle or trailer insurance providing payments for medical or funeral expenses.

PART III – UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability shown on the Dec Page, if you pay the premium for Uninsured / Underinsured Motorist Coverage, we will pay for damages, other than punitive or exemplary damages, that an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury:

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

An insured person must send to us, by certified mail, written notice of any settlement offer made by the owner or operator of an uninsured motor vehicle, or that person’s liability insurer. The notice must include:

1. written documentation of all economic damages incurred, including copies of all medical bills; and
2. written authorization, or a court order, to obtain reports from all employers and medical providers.

Within sixty (60) days of our receipt of the notice, we may, in order to preserve our right of recovery, substitute our payment to the insured person for the offered settlement amount. If we do this, the insured person must assign to us all rights to any amount subsequently paid from all applicable liability bonds, policies and securities up to the amount of our payment.
ADDITIONAL DEFINITIONS

When used in this Part III:

1. “Insured person” and “insured persons” mean:
   a. you or a relative;
   b. any person occupying a covered vehicle; and
   c. any person who is entitled to recover damages covered by this Part III because of bodily injury sustained by a person described in a. or b. above.

2. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:
   a. to which no bodily injury liability bond or policy applies at the time of the accident;
   b. 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; or
      (ii) is or becomes insolvent within (1) year of the date of the accident;
   c. that is a hit-and-run vehicle whose operator or owner cannot be identified and which causes an accident resulting in bodily injury to an insured person, provided that the insured person or someone on his or her behalf reports the accident to the police or civil authority within twenty-four (24) hours or as soon as practicable after the accident; or
   d. to which a bodily injury liability bond or policy applies at the time of the accident, but the sum of all applicable limits of liability for bodily injury is less than the insured person’s damages.

An uninsured motor vehicle does not include any motorized vehicle or equipment:

a. owned by you or furnished or available for your regular use unless a bodily injury liability bond or policy applies to that vehicle at the time of the accident but its limit for bodily injury liability is less than the amount of the claim of the person or persons making such claim;

b. owned by or furnished or available for the regular use of you or a relative unless it is a covered vehicle to which Part I of the policy applies and liability coverage is excluded for damages sustained in the accident;

c. owned or operated by a self-insurer under any applicable vehicle law, except a self-insurer that is or becomes insolvent;
d. operated on rails or crawler treads;
e. designed mainly for use off public roads, while not on public roads; or
f. while being used as a residence or premises.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

1. Coverage under this Part III is not provided for bodily injury sustained by any person while using or occupying:
   a. a covered vehicle being used for commercial use. This exclusion does not apply to:
      (i) shared expense ride-share arrangements; or
      (ii) use of a vehicle by an insured person in the course of the insured person’s volunteer work for a tax-exempt organization; or
   b. a covered vehicle without the express or implied permission of you or a relative; or
   c. a motorized vehicle or device of any type designed to be operated on the public roads that is owned by you or a relative, other than a covered vehicle.

2. Coverage under this Part III will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
   a. workers’ compensation law; or
   b. disability benefits law.

LIMITS OF LIABILITY

The Limits of Liability shown on the Dec Page for coverage under this Part III is the most we will pay regardless of the number of:
1. claims made;
2. covered vehicles;
3. trailers shown on the Dec Page;
4. insured persons;
5. lawsuits brought; or
6. vehicles involved in an accident.

If your Dec Page shows a split limit:
1. the amount shown for “each person” is the most we will pay for all damages due to a bodily injury to one person; and
subject to the “each person” limit, the amount shown for “each accident” is the most we will pay for all damages due to bodily injury sustained by two or more persons in any one accident.

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

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part I or Part II of this policy; or
2. any Underinsured Motorist Coverage provided by this policy.

However, this provision does not apply to you or a relative with respect to payments for the same elements of loss under this coverage and Part II of this policy.

With respect to coverage provided under Section d. of the definition of uninsured motor vehicle, if two or more bodily injury liability bonds or policies apply to the same accident, any payment made by or on behalf of the owner or operator of the uninsured motor vehicle shall not reduce or be a credit against the total bodily injury liability limits afforded an insured person under Uninsured Motorists Coverage.

Any judgment or settlement for damages against an operator or owner of an uninsured motor vehicle which arises out of a lawsuit brought without our written consent is not binding on us.

**OTHER INSURANCE**

If there is other applicable uninsured or underinsured motorist coverage, we will pay only our share of the damages. Our share is the proportion that our Limit of Liability bears to the total of all available coverage limits. However, any insurance we provide shall be excess over any other uninsured or underinsured motorist coverage, except for bodily injury to you or a relative when occupying a covered vehicle.
We will not pay for any damages which would duplicate any payment made for damages under other insurance.

PART IV – DAMAGE TO A VEHICLE

INSURING AGREEMENT – COLLISION COVERAGE

If you pay the premium for Collision Coverage, we will pay for loss to a:
1. covered vehicle for which Collision Coverage has been purchased;
2. non-owned vehicle; or
3. trailer;
when it overturns or collides with another object, subject to the Limits of Liability.

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

If you pay the premium for Comprehensive Coverage, we will pay for comprehensive loss to a:
1. covered vehicle for which Comprehensive Coverage has been purchased;
2. non-owned vehicle; or
3. trailer;
subject to the Limits of Liability.

A comprehensive loss is a loss to a covered vehicle, non-owned vehicle, or trailer, other than a loss covered under Collision Coverage, including, but not limited to, any of the following:
1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny;
8. windstorm, hail, water, or flood; or
9. breakage of glass.

ADDITIONAL TRANSPORTATION EXPENSE

In addition, we will pay you up to $20 per day, but not more than $600 per loss, for:
1. transportation expense incurred by you if a **covered vehicle** to which Comprehensive Coverage applies is stolen; or
2. loss of use damages that **you** are legally liable to pay if a **non-owned vehicle** is stolen.

Transportation expenses and loss of use damages coverage begins forty-eight (48) hours after you report the theft to **us** and ends the earliest of:

1. when the **covered vehicle** or **non-owned vehicle** has been recovered and returned to you or its owner;
2. when the **covered vehicle** or **non-owned vehicle** has been recovered and repaired;
3. when the **covered vehicle** or **non-owned vehicle** has been replaced; or
4. forty-eight (48) hours after we make an offer to pay the applicable limit of liability under this Part IV if the **covered vehicle** or **non-owned vehicle** is deemed by us to be a **total loss** or unrecoverable.

**You** must provide **us** with written proof of **your** transportation expenses and loss of use damages. **We** will pay for such expenses only if the **Dec Page** indicates that Comprehensive Coverage is provided for that **vehicle**.

Duplicate recovery for identical elements of damages is not permitted by this policy.

The Additional Transportation Expense shall not apply to a **covered vehicle** if Rental Car Reimbursement Coverage has been purchased.

**INSURING AGREEMENT-SPECIAL EQUIPMENT COVERAGE**

Subject to the Limits of Liability, if **you** pay the premium for Comprehensive Coverage or Collision Coverage, **we** will pay for theft of, or damage to, **special equipment** resulting from any **loss** for which Comprehensive Coverage or Collision Coverage is provided under the terms of this policy. All payments for **loss** to **special equipment** shall be reduced by the applicable deductible, but only one deductible may be applied to any one **loss** in an **accident** which is covered by this Part IV.

The limit of liability for **loss** to **special equipment** is the lowest of:
1. the actual cash value of such special equipment, reduced by the applicable deductible, and by its salvage value if you or the owner retain the salvage;
2. the amount necessary to repair such special equipment reduced by the applicable deductible;
3. the amount necessary to replace such special equipment reduced by the applicable deductible, and reduced by its salvage value if you or the owner retain the salvage; or
4. the limit of:
   a. $1,000; or
   b. if you have purchased Special Equipment Coverage in an amount greater than $1,000, the Special Equipment Coverage Limit of Liability shown on the Dec Page for the applicable covered car.

We will reduce the amount of the loss to special equipment by its salvage value if you or the owner retain the salvage.

Coverage for special equipment shall not cause our limit of liability for loss to a vehicle under this Part IV to be increased to an amount in excess of:
1. the actual cash value of the vehicle, including its special equipment; or
2. any applicable Limits of Liability or Stated Amount Vehicle Coverage elected by you.

INSURING AGREEMENT – VEHICLE LOAN/LEASE PROTECTION

In the event of a covered total loss to a covered vehicle shown on the Dec Page for which a specific premium charge indicates that Vehicle Loan/Lease Protection applies, we will pay any unpaid amount due on the lease or loan for a covered vehicle less:
1. the amount paid under Collision or Comprehensive coverage under Part IV of this policy;
2. the applicable deductible shown on the Dec Page for Collision or Comprehensive coverage; and
3. Any:
   a. overdue lease/loan payments at the time of the loss;
   b. financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. security deposits not refunded by a lessor;
d. costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease;

e. carry-over balances from previous loans or leases or increases to the loan balance occurring after the date of purchase; and

f. amount by which the original loan balance exceeded the overall purchase price of the covered vehicle.

ADDITIONAL DEFINITIONS

When used in this Part IV:

1. “Insured” means:
   a. you and any relative or resident listed by name as a driver on the Dec Page; and
   b. any person, other than a resident or relative NOT listed on the Dec Page, maintaining, using, operating, or having custody of a vehicle with your permission.

2. “Lease” means an account secured by the covered vehicle with you as the lessee and a licensed financial institution as the lessor.

3. “Loan” means an account secured by the covered vehicle where funds have been advanced by a licensed financial institution to you.

4. “Non-owned vehicle” means any vehicle that is not owned by, or registered to, or available for the regular use of you, a relative, your non-resident spouse or ex-spouse, a person residing with you, a person listed by name as a driver on the Dec Page, your employer, or any legal entity in which your and/or a relative’s combined ownership interest exceeds twenty (20) percent, while in the custody of, or being operated by, you or a relative listed by name as a driver on the Dec Page with the express or implied permission of the owner. A non-owned vehicle will be provided the broadest coverage applicable to any vehicle shown on the Dec Page.

5. “Special equipment” means equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:
   a. are permanently installed or attached; and
   b. alter the appearance or performance of a vehicle. This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded
media, other than those which are original manufacturer installed, that are permanently installed in a covered vehicle or non-owned vehicle using bolts or brackets, including slide-out brackets.

6. “Total loss” means we elect to pay the limit of liability shown on the Dec Page or the agreed or actual cash value of the covered vehicle for a covered comprehensive or collision loss rather than to repair or replace the covered vehicle.

7. “Trailer” means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a vehicle, that is:
   a. owned by you and listed on the Dec Page; or
   b. not owned by you, while being towed by a covered vehicle.

   “Trailer” does not include a mobile home, or a trailer used as a primary residence, office, store, display, or passenger conveyance, or used in the auto business.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV does not apply for loss:
1. to a covered vehicle, non-owned vehicle, or trailer, while being used for commercial use. However, this exclusion does not apply to:
   a. shared expense ride-share arrangements; or
   b. use of a vehicle by an insured in the course of the insured’s volunteer work for a tax exempt organization;

2. resulting from the ownership, maintenance, or use of any vehicle or trailer, other than a covered vehicle in the course of any business other than farming or ranching;

3. to a non-owned vehicle or trailer, while being used or driven by a person while employed or engaged in the auto business. However, this exclusion does not apply to you, a relative, or an agent or employee of you or a relative, when using a covered vehicle;

4. to a covered vehicle, non-owned vehicle, or trailer resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
5. to a covered vehicle, non-owned vehicle, or trailer, due to nuclear reaction or radiation;
6. to a covered vehicle, non-owned vehicle, or trailer, for which insurance is or can be afforded under a nuclear energy liability policy;
7. to a covered vehicle, non-owned vehicle, or trailer caused directly or indirectly by:
   a. war (declared or undeclared), including civil war;
   b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
   c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
8. due to destruction or confiscation by government or civil authorities of a covered vehicle, non-owned vehicle, or trailer, because you or any relative engaged in illegal activities;
9. to a covered vehicle, non-owned vehicle, or trailer, arising out of an intentional act by or at the direction of you, a relative, or the owner of the non-owned vehicle or trailer whether or not that person intended or had the capacity to intend the damage;
10. to a covered vehicle, non-owned vehicle, or trailer, that is due and confined to:
    a. wear and tear;
    b. freezing;
    c. mechanical or electrical breakdown or failure;
    d. road damage to tires; or
    e. faulty workmanship by you or a relative, or by a facility or person chosen by you or a relative.
However, this exclusion does not apply if the damage results from the total theft of a covered vehicle, non-owned vehicle, or trailer;
11. due to theft or conversion of a covered vehicle, non-owned vehicle or trailer:
    a. by you, a relative, or any resident of your household;
    b. prior to its delivery to you or a relative; or
    c. while in the care, custody, or control of anyone engaged in the business of subleasing, leasing, or selling the vehicle or trailer. This exclusion 11.c. applies whether the theft, embezzlement or unlawful conversion of the vehicle or trailer was
committed by the person to whom the vehicle or trailer was entrusted or by any other person;

12. to wearing apparel, equipment, devices, accessories, and any other personal effects which are not permanently installed or attached by brackets or bolts. This includes, but is not limited to:
   a. tapes, compact discs, cassettes, and other recording or recorded media;
   b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
   c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions;
   d. CB radios, telephones, two-way mobile radios, or televisions; and
   e. portable audio or video storage devices;

13. to a camper body or slide on camper either permanently installed or detachable. However, this exclusion shall not apply if such equipment is specifically listed on the Dec Page;

14. to special equipment in excess of the applicable Limits of Liability;

15. to a covered vehicle, non-owned vehicle, or trailer, for diminution of value. Diminution of value means any decrease in the property’s value, however measured, resulting from loss, repair or replacement;

16. due to illegal sale, or repossession of a vehicle or trailer by the rightful owner;

17. resulting from the purchase of any vehicle or trailer from any person or organization, other than its rightful owner;

18. due to, or any expense resulting from, the loss of use of a vehicle or trailer, or to any loss whatsoever to the extent that the expense or loss whatsoever to the extent that the expense or loss arises by reason of the unavailability of stock repair parts or repair service in the vicinity of the place where the loss to the vehicle or trailer occurs or the stolen vehicle or trailer is recovered;

19. resulting from lack of lubricant, coolant or loss resulting from seepage of water;

20. or any obligation assumed by you, or the registered owner or legal owner of a vehicle or trailer, for any of the following costs:
   a. estimating fees;
   b. teardown charges;
   c. handling fees;
   d. negotiating charges;
e. administrative fees;
f. higher than reasonable (for the area) storage or towing fees; or
g. any other charges which are not part of the necessary cost of repairing the vehicle or trailer;

21. occurring while a covered vehicle, non-owned vehicle, or trailer is being used in any illegal trade or transportation, or to commit a felony, or for any other purpose which is legally recognized to be criminal. This exclusion does not apply to a felony deemed as such due solely to an alcohol or speed violation;

22. to, or loss of use of, a non-owned vehicle if a public automobile rental agency is precluded from recovering such loss or loss of use from you or a relative, pursuant to the provisions of any applicable rental agreement or state law;

23. arising out of the ownership, maintenance, or use of a covered vehicle or trailer while being leased or rented to others; or

24. to a covered vehicle, non-owned vehicle, or trailer caused directly or indirectly by mold, mildew, or fungus, including any type or form of:
   a. decomposing or disintegrating organic material or microorganism;
   b. organic surface growth on moist, damp, or decaying matter;
   c. yeast or spore-bearing plant-like organism; or
   d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to loss caused by mold, mildew, or fungus if such loss is caused by any other loss covered under this Part IV.

LIMITS OF LIABILITY

1. The Limit of Liability for loss to a covered vehicle, non-owned vehicle, or trailer will be the lowest of:
   a. the actual cash value of the stolen or damaged property at the time of the loss, reduced by the applicable deductible shown on the Dec Page, and by its salvage value if you or the owner retain salvage;
   b. the amount necessary to replace or repair the stolen or damaged property to its pre-loss condition with parts or property of like kind and quality, reduced by the applicable deductible
shown on the Dec Page, and by its salvage value if you or the owner retain the salvage; or

c. the Limit of Liability on the Dec Page, if one is shown, reduced by the applicable deductible shown on the Dec Page, and by its salvage value if you or the owner retain salvage.

However, if the loss is to a trailer:

a. the most we will pay for loss to a trailer that is shown on the Dec Page is the limit of liability shown on the Dec Page for the trailer sustaining the loss; and

b. the most we will pay for loss to any other trailer is $500.

2. Payments for loss covered under Collision, Comprehensive and Special Equipment Coverage are subject to the following provisions:

a. no more than one deductible shall be applied to any one covered loss;

b. if coverage applies to a non-owned vehicle, the highest deductible on any covered vehicle shall apply;

c. if a Limit of Liability is shown on the Dec Page for a covered vehicle or trailer, that stated amount will be the total Limit of Liability applicable for loss to the covered vehicle or trailer, including its special equipment;

d. in determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by us:
   (i) shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by us; and
   (ii) will be based on the cost of repair or replacement parts and equipment which may be new, refurbished, reconditioned, remanufactured, restored, or used, including, but not limited to:
      (1) original manufacturer parts or equipment; and
      (2) non-original manufacturer parts or equipment;

e. the actual cash value is determined by the market value, age, and condition of the vehicle or trailer at the time the loss occurs; and

f. duplicate recovery for identical elements of damages is not permitted.
3. If more than one vehicle or trailer is shown on the Dec Page, coverage will be provided as specified on the Dec Page as to each vehicle or trailer.

4. No deductible will apply to a loss to window glass when the glass is repaired instead of replaced.

5. If two or more deductibles apply to any one covered loss, only the lowest deductible will apply.

6. No deductible will apply to a Collision Coverage loss if:
   a. you are legally entitled to recover the amount of the loss from the owner or operator of a motor vehicle that caused the loss;
   b. the owner or operator of the motor vehicle that caused the loss is identified and has insurance that will cover the loss or is self-insured and will cover the loss; and
   c. the amount of repairs to the covered vehicle, non-owned vehicle, or trailer exceeds the amount of the deductible.

Payments for loss covered under Collision and Comprehensive Coverage in this Part IV are also subject to the following provision:

When a vehicle is damaged, whether or not such damage is covered under this policy, our liability shall be reduced by the amount of such damage until repairs have been completed, but shall then attach as originally written without additional premium.

INSURING AGREEMENT – TOWING AND LABOR COSTS

If you pay the premium for Towing and Labor Costs coverage, we will pay for towing and labor costs incurred by you as a result of the disablement of a covered vehicle for which Towing and Labor Costs coverage has been purchased, or non-owned vehicle, subject to the Limit of Liability shown on the Dec Page, provided that:

1. the labor is performed at the place of disablement; and
2. the disablement does not occur at your residence.
If you pay a premium for Full Comprehensive Safety Glass Coverage, we will pay under Comprehensive Coverage, without a deductible, for loss to glass used in the windshield, doors and windows of a covered vehicle for which Full Comprehensive Safety Glass Coverage has been purchased.

INSURING AGREEMENT – RENTAL CAR REIMBURSEMENT COVERAGE

If you pay the premium for Rental Car Reimbursement Coverage we agree to the following:

1. For losses other than theft of the entire vehicle:
   We will pay up to the specified limits on the Dec Page for each day for up to thirty (30) days, for any one accident, the rental charges incurred by you when you rent a vehicle from a licensed rental agency or licensed vehicle repair shop due to a loss to a covered vehicle, other than a total theft, that is payable under this Part IV. Rental charges will be reimbursed beginning:
   a. when the covered vehicle cannot be driven due to a loss; or
   b. if the covered vehicle can be driven, when you deliver the covered vehicle to a licensed vehicle repair shop for repairs due to the loss;
   and ending the earliest of when the covered vehicle has been repaired, replaced, or if the covered vehicle is deemed by us to be a total loss, forty-eight (48) hours after we make an offer to pay our Limit of Liability for the covered vehicle.

   You must provide us with written proof of your rental charges.

   Duplicate recovery for identical elements of damages is not permitted under this policy.

2. For theft of the entire vehicle:

   We will pay up to the specified limits on the Dec Page for each day for up to thirty (30) days, the rental charges incurred by you when you rent a vehicle from a licensed rental agency or licensed vehicle
repair shop due to a **loss** to a **covered vehicle** that is covered under this Part IV.

Reimbursement will be for the period beginning 12:01 A.M. on the day following the day the theft is reported to us and the police, and terminating on 12:01 A.M. on the day following our settlement offer for the theft, or if the **covered vehicle** is recovered before settlement, terminating at 12:01 A.M., on the day following completion of repair.

**You** must provide us with written proof of your transportation expenses. **We** will pay for such expenses only if the **Dec Page** indicates that Comprehensive Coverage is provided for that **vehicle**.

Duplicate recovery for identical elements of damages is not permitted under this policy.

Theft of the entire **vehicle** and any subsequent damages following the theft and before repairs are completed, shall be considered a single **loss**. This benefit is not payable for any period that the **vehicle** is in the possession of any **insured** and is drivable.

**NEW CAR ADDED PROTECTION**

If **you** have both Collision Coverage and Comprehensive Coverage in effect under this policy at the time of loss to your **covered vehicle** and the loss is covered under either of those coverages, **we** will provide New Car Added Protection for that **covered vehicle** if:

1. your **Policy Declaration** indicates that New Car Added Protection Coverage is in effect for that **covered vehicle**;
2. you are the original owner of that **covered vehicle**;
3. that **covered vehicle** was not previously titled; and
4. the loss occurs during a policy period that began any time during a calendar year in which that **covered vehicle** was two model years old or less.

New Car Added Protection Coverage does not automatically apply to any replacement car or additional car **you** acquire during the policy period.
Replacement Provision
In the event of a covered total loss due to physical damage to the covered vehicle to which New Car Added Protection applies, we will pay to replace that covered vehicle. This Replacement Provision does not apply to loss caused by fire, theft, larceny or flood. This Replacement Provision does not apply to a leased vehicle.

The amount we pay to replace the covered vehicle will not exceed the cost of a new car of the same make and model with the same equipment or, if a new car of the same make and model with the same equipment is not available, the cost of a new car that is:
1. similar in size, class, body type and equipment; and
2. similar in price to the price you paid for the covered vehicle being replaced, as adjusted for inflation, but not to exceed an amount equal to 110% of the Manufacturer’s Suggested Retail Price of the covered vehicle being replaced.

A new car is one that has not been previously titled and is of the latest model year available at the time of the loss.

New Car Added Protection is excess over any other collectible insurance.

PAYMENT OF LOSS

At our expense, we may return any recovered stolen property to you or to the address shown on the Dec Page, with payment for any damage resulting from theft. We may keep all or part of the property at the agreed or appraisal value. We may settle any loss with you or the owner or lien holder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment under this Part IV for loss to a covered vehicle will be made according to your interest and the interest of any Loss Payee or lien holder shown on the Dec Page or designated by you. Payment will be made to both jointly, or separately, at our discretion. We may make payment for a partial loss covered under this Part IV directly to the repair facility with your consent.
The Loss Payee or lien holder’s interest will not be protected where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of you or a relative, or where the loss is not otherwise covered under the terms of this policy.

We will be entitled to the Loss Payee or lien holder’s rights of recovery, to the extent of our payment to the Loss Payee or lien holder.

OTHER INSURANCE

If there is other applicable insurance, we will pay only our share of the loss. Our share is the proportion that our Limit of Liability bears to the total of all applicable limits. However, any insurance we provide for a non-owned vehicle or trailer you do not own, will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by the owner of the non-owned vehicle or trailer; and
2. any other applicable Collision Coverage, Comprehensive Coverage or other physical damage insurance.

APPRAISAL

If we cannot agree with you on the amount of a loss, then we or you may demand an appraisal of the loss. If a demand for an appraisal is made, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of the loss. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, we or you may request that a judge of a court of record, in the county where you reside, select an umpire. The appraisers and umpire will determine the amount of loss. The amount of loss agreed to by both appraisers, or by one appraiser and the umpire, will be binding. You will pay your appraiser’s fees and expenses. We will pay our appraiser’s fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between us and you unless the award is equal to or greater than the last demand made by you, in which case we shall pay all reasonable costs of appraisal but we will not be
responsible for attorney fees. Neither we nor you waive any rights under this policy by agreeing to an appraisal.

GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses, which occur on or after the effective date of the policy and during the policy period shown on the Dec Page and:
1. within any state, territory, or possession of the United States of America;
2. any province of Canada; or
3. while a covered vehicle, non-owned vehicle, or trailer is being transported between their ports.

POLICY CHANGES

This policy, your application for insurance (which is made a part of this policy as if attached thereto), the Dec Page, as amended, and endorsements issued by us to this policy contain all the agreements between you and us. Subject to the following, its terms may not be changed or waived except by written endorsement issued by us.

The premium for each vehicle is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will promptly notify us if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, we may adjust your premium during the policy period or take other appropriate action. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

To properly insure your vehicle, you must promptly notify us when:
1. you change your address;
2. any drivers are added or deleted;
3. you acquire a new vehicle; or
4. the type of use changes for a covered vehicle.

Changes that result in premium adjustment are contained in our rates and rules. These include, but are not limited to:
1. changes in the number, type, or use classification of covered vehicles;
2. changes in drivers using covered vehicles, their ages, driving, accident, or claim record, or marital status;
3. you, a relative or resident obtaining a driver’s license or operators permit;
4. changes in the place of principal garaging of any covered vehicle;
5. changes in coverage, deductibles, or limits of liability; or
6. changes in rating territory or discount or surcharge eligibility.

SMALL PREMIUM ADJUSTMENTS

When a change or cancellation results in an additional or return premium of $5 or less, no charge or return will be made. However, if any future bill is sent to you the balance due will reflect a charge or credit for any small premium adjustments of $5 or less. You have the right to all return premiums. Refunds of $5 or less will be made if specifically requested by you.

COVERAGE FOR A NEW VEHICLE

If this policy insures two or more vehicles and the coverage, deductibles and limits of liability are not the same for each vehicle, then the coverage, deductibles and limits of liability applicable to the new vehicle will be as follows:

1. if the new vehicle replaces a vehicle listed on the Dec Page, the coverage, deductibles, and limits of liability will be those provided for the replaced vehicle;
2. if the new vehicle is an additional vehicle, the coverage, deductibles, and limits of liability will be those provided for any single vehicle listed on the Dec Page. You may choose the applicable listed vehicle.

If this policy insures only one vehicle, the coverage, deductibles, and limits of liability applicable to the new vehicle will be those provided for the vehicle listed on the Dec Page.

However, coverage under Part IV - Damage To A Vehicle Collision Coverage and Comprehensive Coverage with a deductible of $500 for each coverage will apply to a new vehicle for five (5) days after you become the owner of the vehicle if no such coverage applies to the new vehicle.
per the specifications in this section. If you apply to us for insurance on such new vehicle after this five-day period, any Collision or Comprehensive Coverage we provide will begin at the time you request the coverage.

**TERMS OF POLICY CONFORMED TO STATUTES**

If any provision of this policy fails to conform to the legal requirements of the State of Oklahoma, the provision shall be deemed amended to conform to such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverage provided or the provisions of this policy shall be governed by the law of the State of Oklahoma.

**VEHICLES WITH COMPREHENSIVE COVERAGE AND/OR COLLISION COVERAGE ONLY**

If you purchase only:
1. Comprehensive Coverage;
2. Collision Coverage; or
3. Comprehensive Coverage and Collision Coverage; for a covered vehicle, no other coverage will be provided under this policy with respect to the ownership, maintenance or use of that covered vehicle, or any replacement for that covered vehicle, until after you have asked us to add other coverage.

**TRANSFER**

This policy may not be transferred to another person without our written consent. If a named insured dies, this policy will provide coverage for:

1. the named insured’s surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown on the Dec Page; and

2. the named insured’s legal representative, while acting as such, and for persons covered under this policy on the date of the named insured’s death.

Coverage for the named insured’s legal representative will only be provided until the end of the policy period or the termination of the legal representative’s responsibility, whichever occurs first.
FRAUD OR MISREPRESENTATION

Misrepresent or misrepresentation means representation of information to us on your application for insurance, during the policy period, or in connection with the presentation or settlement of a claim that is known by you or an insured person to be false or misleading and affects either the eligibility for coverage and/or premium that is charged. This also includes concealment of such information relevant to your application for insurance, the maintenance of coverage, or the presentation or settlement of a claim once the policy is in force.

This policy was issued in reliance upon information provided on your insurance application. We may void this policy if you or an insured person:
1. made incorrect statements or representations to us with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct; at the time of application. We may void this policy due to fraud, misrepresentation, or an incorrect statement of a material fact in the application, even after the occurrence of an accident or loss. However, if we certify this policy as proof of financial responsibility, no statement made by or on behalf of an insured person shall void coverage under Part I – Liability To Others up to the minimum limits required by the financial responsibility law of the State of Oklahoma for an accident that occurs before we notify you that the policy is void. You must reimburse us if we make a payment under Part I – Liability To Others.

We may deny coverage for an accident or loss if you or an insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM

If your initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we
will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

A charge may be added to your account if:
1. you tender a check, draft, remittance or other method of payment to us for any full or partial payment of your premium, other than your initial payment, and the check, draft, remittance or other method of payment is returned to us or refused because of insufficient funds, a closed account, or a stop payment order;
2. your premium payment is not postmarked on or before the due date; or
3. you reinstate your policy after cancellation.

CANCELLATION

You may cancel this policy by calling, or by mailing or faxing a written request for cancellation to us or our agent, stating the future date that you wish the cancellation to be effective. Coverage shall cease and the policy period shall end on the latest date listed below:
1. 12:01 A.M. on the day specified by you in the request for cancellation; or
2. 12:01 A.M. on the day the request is received by us or our agent.

We may cancel this policy by mailing a notice of cancellation to the first named insured shown on the Dec Page at the last known address appearing in our records. If we cancel this policy, notice of cancellation will be mailed at least ten (10) days before the effective date of the cancellation.

We may cancel this policy for any reason within the first forty-five (45) days of the initial policy period.

After this policy is in effect for more than forty-five (45) days, or if this is a renewal or continuation policy, we may only cancel or refuse renewal of the policy for one or more of the following reasons:
1. you do not pay the required premium for this policy when due;
2. misrepresentation by you of any material fact in the procurement or renewal of this policy or in the submission of any claim under this policy;
3. loss of driving privileges through suspension, revocation, or expiration of your operator’s license or that of a principal operator of a covered vehicle;
4. you or any principal operator of a covered vehicle is convicted during the policy period of:
   a. driving while intoxicated or under the influence of any substance included in the Uniform Controlled Substances Act, as amended; or
   b. homicide or assault arising out of the use of any motor vehicle;
5. your place of residence or the state of registration or license of a covered vehicle is changed to a state or country in which we do not accept applications for the insurance provided by this policy;
6. substantial change in the risk assumed;
7. you have substantially breached your duties or any conditions under this policy;
8. we have agreed to issue a new policy within the same or an affiliated company; or
9. any other reason specified by law.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all vehicles.

If this policy is canceled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

NONRENEWAL

If we decide not to renew or continue this policy, we will mail notice of nonrenewal to the first named insured shown on the Dec Page at the last known address appearing in our records. Notice will be mailed at least twenty (20) days before the end of the policy period.

We are not required to notify you or any other insured of nonrenewal if we have mailed a notice of cancellation at least thirty (30) days before the end of the policy.

We may elect not to renew or continue coverage on a covered vehicle if you have procured other automobile liability insurance on that vehicle.
CANCELLATION REFUND

Upon cancellation, you may be entitled to a premium refund or owe us for unpaid earned premium and/or fees. However, our making or offering of a refund is not a condition of cancellation. If this policy is canceled, the premium refund or balance due, if any, will be calculated as follows:

1. If cancellation is initiated by us, earned premium shall be computed pro rata;
2. If cancellation is initiated by you, including cancellation for non-payment of premium, the earned premium shall be computed pro rata.

All fees are fully earned as soon as the event that triggers the fee occurs.

RENEWAL OF THIS POLICY

Subject to our consent, you have the right to renew this policy. When we consent to renewal, you must pay the renewal premium before the renewal date. This policy will automatically expire if we do not receive the required premium before the renewal date of the policy. If we offer to renew the policy or bill for a balance due from a policy change and you or your representative fails to pay the required premium when due, you have not accepted our offer and this policy will automatically terminate on the date noted on the renewal or balance due notice.

PROOF OF NOTICE

Proof of mailing of any notice to the named insured shown on the Dec Page at the last known address appearing in our records will be sufficient proof of notice. Notice given by or on behalf of an insured person to any of our authorized agents shall be deemed notice to us if the notice sufficiently identifies the insured person.

Delivery of a written notice or request for cancellation or nonrenewal by either you or us shall be the equivalent of mailing.

AUTOMATIC TERMINATION

Coverage for a covered vehicle shall terminate automatically:
1. when a person other than you or a relative becomes the owner of the vehicle; or
2. at 12:01 A.M. on the effective date of any other motor vehicle insurance policy covering that vehicle.

Comprehensive Coverage and Collision Coverage in excess of $500 for loss to a trailer shown on the Dec Page shall terminate automatically when a person other than you or a relative becomes the owner of the trailer.

**COVERAGE CHANGES**

If we make a change that broadens a coverage you have under this edition of your policy, without additional charge, you will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in your state. This provision does not apply to a general program revision or our issuance of a subsequent edition of your policy. Otherwise, this policy can only be changed by endorsement issued by us.

**LEGAL ACTION AGAINST US**

We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against us by you, a relative, or any other insured person following an accident, or an alleged breach of our obligations under this policy, must be commenced within the time period set forth in the applicable statute of limitations in the laws of the State of Oklahoma.

We may not be sued for payment under Part I – Liability To Others until the obligation of an insured person to pay is finally determined either by final judgment against that person or written agreement of the insured person, the claimant, and us. No one will have any right to make us a party to a lawsuit to determine the liability of an insured person.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

**OUR RIGHTS TO RECOVER PAYMENT**

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

However, we may not assert rights of recovery against:
1. any person who was using a covered vehicle with your express or implied permission for any payment made under Part IV – Damage To A Vehicle; or
2. any person for any payment made under Part II – Medical Payments Coverage for medical or funeral expenses incurred by you or a relative.

When an insured person has been paid by us under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the insured person in trust for us and reimbursed to us to the extent of our payment.

If an insured person takes any action which negates our right to recover payment, the insured person’s right to payment under any affected coverage will no longer exist. With respect to coverage provided under Part III - Uninsured/Underinsured Motorist Coverage, an insured person must send to us, by certified mail, written notice of any settlement offer made by the owner or operator of an uninsured motor vehicle, or that person’s liability insurer. The notice must include:
1. written documentation of all economic damages incurred, including copies of all medical bills; and
2. written authorization, or a court order, to obtain reports from all employers and medical providers.

Within sixty (60) days of our receipt of the notice, we may, in order to preserve our right of recovery, substitute our payment to the insured person for the offered settlement amount. If we do this, the insured person must assign to us all rights to any amount subsequently paid from all applicable liability bonds, policies and securities up to the amount of our payment.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured shall be binding on all persons provided coverage under this policy.
BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve us of any obligations under this policy.

NAMED DRIVER EXCLUSION

If you have asked us to exclude any person from coverage under this policy, then we will not provide coverage for claims arising from an accident or loss that occurs while a covered vehicle or non-owned vehicle is operated by an excluded person. THIS INCLUDES ANY CLAIM FOR DAMAGES MADE AGAINST YOU, A RELATIVE, OR ANY OTHER PERSON OR ORGANIZATION FOR ANY NEGLIGENCE WHICH MAY BE IMPUTED BY LAW FOR AN ACCIDENT ARISING OUT OF THE OPERATION OF A COVERED VEHICLE OR NON-OWNED VEHICLE BY THE EXCLUDED DRIVER.

This exclusion from coverage applies to any use or operation of a motor vehicle including the negligent or alleged negligent entrustment of a motor vehicle to any designated excluded driver. This exclusion from coverage shall apply to excluded persons regardless of where they reside or whether they are licensed to drive, until they are added to the policy and we approve the addition in writing.

You agree to reimburse us for any payment made by us to a loss payee, because of loss arising from the operation or use of a motor vehicle by an excluded person.

AUTOMOBILE DEATH BENEFITS COVERAGE ENDORSEMENT

(AAADXX 01 08)

INSURING AGREEMENT – AUTOMOBILE DEATH BENEFITS COVERAGE

Subject to the Limits of Liability shown on the Dec Page, if you pay the premium for Automobile Death Benefits Coverage, we will pay the limit of Automobile Death Benefits Coverage shown on the Dec Page for the death of an insured person if it:
1. occurs within 90 days of a covered accident; and
2. is the direct result of bodily injury sustained by an insured person who is:
   a. occupying a motor vehicle or trailer with the permission of the owner; or
   b. struck by a motor vehicle or trailer.

WHO WE WILL PAY

We will pay benefits to a qualified person who is either:
1. the surviving legal spouse of an insured person, if he or she was a resident of the deceased’s household on the date of the accident; or
2. the surviving parent or parents of an unmarried minor insured person, if such persons were residents of the deceased’s household on the date of the accident.

However, if there is no surviving qualified spouse or parent, we will pay the benefits to the lawful estate of the insured person.

ADDITIONAL DEFINITION

When used in this Endorsement, “insured person” means a person shown on the Dec Page, for whom a premium has been paid for this coverage.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS ENDORSEMENT.

1. The following exclusions identify the motor vehicles and motor vehicle uses for which we do not provide Automobile Death Benefits Coverage. We do not insure a person whose death results from injuries sustained:
   a. while occupying a commercially licensed motor vehicle, other than a vehicle;
   b. while occupying, or by being struck by, a motor vehicle:
      (i) that operates on rails or crawler treads;
      (ii) that is a farm-type tractor;
      (iii) that is farm-type equipment; or
      (iv) that is designed or modified for use off public roads.

   However, exclusion 1.b. does not apply to an accident that occurs on a public road; or
c. while occupying any motor vehicle being used in any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity.

2. The following exclusions identify work-related activities and other causes of death for which we do not provide Automobile Death Benefits Coverage. We do not insure a person whose death results from:
   a. injuries sustained while employed or otherwise engaged in loading or unloading a motor vehicle being used to carry persons or property for a charge;
   b. injuries sustained while employed or otherwise engaged in any auto business. However, exclusion 2.b. does not apply if the bodily injury occurs while that person is occupying a covered vehicle;
   c. disease, unless it is a direct result of bodily injury suffered in an accident and is independent of all other causes;
   d. suicide or attempt at suicide, self-inflicted or not, whether he or she is sane or insane at the time;
   e. injuries reasonably expected to arise out of an intentional act by the deceased insured person, whether or not that person intended or had the capacity to intend his or her injuries or death; or
   f. war, whether declared or not, nuclear reaction or nuclear radiation, or radioactive contamination from any source.

ADDITIONAL DUTIES

Each person claiming benefits must cooperate fully with us and:
1. assist us to obtain all relevant medical records, autopsies, police reports and other records that may tend to establish whether benefits are owed under this Endorsement; and
2. we shall have a reasonable opportunity to have the records reviewed by persons we select before benefits are payable.
NAMED OPERATOR – NON-OWNED VEHICLE COVERAGE

If you elect Named Operator – Non-Owned Vehicle Coverage, you agree with us that this policy is amended as follows:

1. GENERAL DEFINITIONS:
   a. The general policy definition of “you” and “your” is deleted and replaced by the following:

   “You” and “your” mean the person or persons named on the Dec Page.

   b. The general policy definitions of “covered vehicle” and “non-owned vehicle” are deleted and replaced by the following:

   “Covered vehicle” and “non-owned vehicle” mean any vehicle that is not owned by you, a relative, a resident, your employer, or your spouse, even if not residing in the same household as you, or a vehicle not available for your regular use.

2. PART I – LIABILITY TO OTHERS
   a. ADDITIONAL DEFINITION: When used in Part I, the definition of “insured person” and “insured persons” is deleted and replaced by the following:

   “Insured person” and “insured persons” mean:
   you, when operating or using a covered vehicle or non-owned vehicle with the express or implied permission of the owner.

   b. EXCLUSIONS: The following exclusion is deleted from Part I:

   Coverage under this Part I, including our duty to defend, does not apply to:
   bodily injury or property damage arising out of an accident involving a vehicle or trailer while being used by a person while employed or engaged in the auto business. However, this exclusion does not apply to you, a relative, or an agent or employee of
you or a relative when using a covered vehicle.

and replaced by the following:

Coverage under this Part I, including our duty to defend, does not apply to bodily injury or property damage arising out of an accident involving a vehicle or trailer while being used by a person while employed or engaged in the auto business.

c. OTHER INSURANCE: The Other Insurance provision under Part I is deleted and replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other applicable liability insurance or self-insurance.

3. PART II– MEDICAL PAYMENTS COVERAGE
   a. ADDITIONAL DEFINITIONS: When used in Part II, the definition of “insured person” and “insured persons” is deleted and replaced by the following:

   “Insured person” and “insured persons” mean you:
   a. while occupying any vehicle, other than a vehicle owned by you; or
   b. when struck by a motor vehicle or trailer while not occupying a motor vehicle.

   b. EXCLUSIONS: The following exclusion is deleted from Part II:

   Coverage under this Part II does not apply to bodily injury:
   arising out of an accident involving a vehicle or trailer while being used by a person while employed or engaged in the auto business. However, this exclusion does not apply to you, a relative, or an agent or employee of you or a relative, when using a covered vehicle.

   And replaced by the following:
Coverage under this Part II does not apply to bodily injury: arising out of an accident involving a vehicle while being used by a person while employed or engaged in the Auto business.

c. OTHER INSURANCE: The Other Insurance provision under Part II is deleted and replaced by the following:

**OTHER INSURANCE**

Any insurance we provide under this Part II shall be excess over any other similar insurance or self insurance.

4. Part III – UNINSURED/UNDERINSURED MOTORIST COVERAGE

a. ADDITIONAL DEFINITION: When used in Part III, the Additional Definition of “insured person” and “insured persons” is deleted and replaced by the following:

“Insured person” and “insured persons” mean:

1. you; and
2. any person who is entitled to recover damages covered by Part III, because of bodily injury to you.

b. OTHER INSURANCE: The Other Insurance provision under Part III is deleted and replaced by the following:

**OTHER INSURANCE**

If there is other applicable similar insurance available under more than one policy or provision of coverage, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

We will not pay for damages that would duplicate any payment made for damages under other insurance.

If you are injured while not occupying a motor vehicle, the coverage provided under
this policy shall be excess to any uninsured or underinsured motorist coverage provided by a policy under which you are a named insured.

Notwithstanding any other provision in this policy, if you purchase multiple policies from:

a. us; or

b. an affiliate company on different vehicles;

you are entitled to uninsured or underinsured motorist benefits under only one of those policies. The policy with the highest limit of liability shall apply unless you elect to apply to a different policy.

In witness whereof, the company named in the declarations has caused this policy to be signed by its President and Secretary.

President

Secretary