UNDERWRITTEN BY: AMERICAN ACCESS CASUALTY COMPANY

INDIANA AUTO POLICY

Questions regarding your policy or coverage should be directed to:

American Access Casualty Company
2211 Butterfield Rd. Suite 200
Downers Grove, Illinois 60515
1-630-570-7181

If you: (a) need the assistance of the governmental agency that regulates insurance; or
(b) have a complaint you have been unable to resolve with your insurer, you may
contact the Department of Insurance by mail, or telephone:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395
# Table of Contents

INDIANA AUTO POLICY .................................................................................................................. 4

YOUR DUTIES ................................................................................................................................. 4

WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS .................................................. 4

GENERAL DEFINITIONS .................................................................................................................. 5

PART A - LIABILITY COVERAGE .................................................................................................. 8

INSURING AGREEMENT .................................................................................................................. 8

ADDITIONAL DEFINITIONS .......................................................................................................... 8

ADDITIONAL PAYMENTS .............................................................................................................. 8

EXCLUSIONS .................................................................................................................................. 9

LIMITS OF LIABILITY ....................................................................................................................... 11

OTHER INSURANCE ......................................................................................................................... 12

FINANCIAL RESPONSIBILITY ......................................................................................................... 12

OUT-OF-STATE COVERAGE ........................................................................................................... 12

PART B - MEDICAL PAYMENTS COVERAGE ............................................................................... 12

INSURING AGREEMENT .................................................................................................................. 12

ADDITIONAL DEFINITIONS .......................................................................................................... 13

EXCLUSIONS .................................................................................................................................. 13

LIMITS OF LIABILITY ....................................................................................................................... 15

OTHER INSURANCE ......................................................................................................................... 15

PART C - UNINSURED/UNDERINSURED MOTORIST COVERAGE ................................................ 15

INSURING AGREEMENTS ............................................................................................................... 15

ADDITIONAL TERMS AND DUTIES ............................................................................................... 16

ADDITIONAL DEFINITIONS .......................................................................................................... 17

EXCLUSIONS .................................................................................................................................. 18

LIMITS OF LIABILITY ....................................................................................................................... 19

OTHER INSURANCE ......................................................................................................................... 20

ARBITRATION .................................................................................................................................. 21

PART D – PHYSICAL DAMAGE COVERAGE .................................................................................. 21

INSURING AGREEMENT - COLLISION COVERAGE ..................................................................... 21

INSURING AGREEMENT - COMPREHENSIVE COVERAGE ............................................................. 21

INSURING AGREEMENT – ROADSIDE ASSISTANCE COVERAGE .............................................. 22

INSURING AGREEMENT – RENTAL REIMBURSEMENT COVERAGE .......................................... 22

ADDITIONAL DEFINITION .............................................................................................................. 23
EXCLUSIONS..................................................................................................................23
LIMIT OF LIABILITY .......................................................................................................25
NO BENEFIT TO BAILEE ...............................................................................................26
PAYMENT OF LOSS .........................................................................................................26
TRANSFER OF TITLE ......................................................................................................26
LIENHOLDER - LOSS PAYEE AGREEMENT ...................................................................27
OTHER INSURANCE ........................................................................................................27
APPRAISAL ......................................................................................................................27
GENERAL PROVISIONS ..................................................................................................27
POLICY PERIOD ...............................................................................................................27
POLICY TERRITORY .........................................................................................................27
POLICY CHANGES ...........................................................................................................27
CONFORMITY WITH STATE LAW ..................................................................................28
TRANSFER .......................................................................................................................28
FRAUD OR MISREPRESENTATION ..................................................................................28
PAYMENT OF PREMIUM .................................................................................................29
CANCELLATION ..............................................................................................................29
CANCELLATION REFUND ..............................................................................................30
NONRENEWAL ................................................................................................................30
PROOF OF NOTICE .......................................................................................................30
AUTOMATIC TERMINATION ...........................................................................................31
LEGAL ACTION AGAINST US .......................................................................................31
OUR RECOVERY RIGHTS .............................................................................................31
BANKRUPTCY OR INSOLVENCY OF INSURED ...............................................................32
NOTICE TO AN AUTHORIZED AGENT ........................................................................32
NAMED DRIVER EXCLUSION .......................................................................................32
NON-OWNER COVERAGE ...............................................................................................32
INDIANA AUTO POLICY

This policy is a contract between you and us. This contract, the declarations page, your application, and any endorsements that apply to this policy contain all of the agreements between you and us. If you pay the required premium when due, we will provide the insurance described in this policy.

YOUR DUTIES

WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS

Coverage will not apply unless you have paid the required premium when due and there is full compliance with the duties stated in this policy.

Notify Us As Soon As Practicable

If a person or auto insured by this policy is involved in an accident or loss for which this insurance may apply, the accident or loss must be reported to us within 24 hours or as soon as practicable. This applies even if you or the person insured are not at fault. We must receive the following information as soon as it is available:

A. the time and place of the accident or loss;
B. all facts and circumstances, including the driving conditions, who was involved, and all injury, damage and witness information;
C. the names and addresses of all persons involved;
D. the names and addresses of any injured persons and witnesses; and
E. the license plate numbers of the vehicles involved.

You or the person insured must also notify the police or civil authority within 24 hours or as soon as practicable if:

A. you cannot identify the owner or operator of the vehicle involved in the accident; or
B. theft or vandalism has occurred.

You or a person claiming coverage under this policy must promptly do all of the following:

A. Cooperate with us in the investigation, settlement, and defense of any claim or lawsuit.
B. Provide any written proof of loss and bodily injury we may reasonably require.
C. Submit to medical exams and tests at our expense by physicians we select as often as we reasonably require.
D. Allow us to take signed and recorded statements, including sworn statements and examinations under oath, and answer all questions we reasonably ask, as often as we may reasonably require.
E. Provide us with all photographs and documents the person has related to the accident or loss.
F. Send us any and all legal papers and notices relating to any claim or lawsuit when received. Such papers and notices must be received by us no later than 30 days after you, or any person claiming coverage under this policy, receive them. We have no duty to provide coverage or defense of a claim or action under Part A of this policy unless we have received actual notice of a lawsuit before judgment on such suit is entered.
G. Attend hearings and trials as we require.
H. Take reasonable steps after a loss to protect the property from further loss.
I. Allow us to inspect, photograph, and appraise any damaged property before any repair or disposal.
J. Authorize us to move the damaged property to a storage facility of our choice at our expense.
K. Provide us with signed authorization to obtain medical and other health care records, business records, personal records, accident and claim records, earnings and wage loss information, and all other records we reasonably require.
L. Authorize us to obtain any information on any device installed in a covered auto if the device records information that we determine to be relevant to the facts of the accident or loss unless prohibited by law.
M. Notify us of all information pertaining to any other policy of insurance and self-insurance that may apply to a driver, vehicle, person, or property involved in the accident or loss.
N. Assume no obligation, make no payment, and incur no expense with respect to any bodily injury, property damage, or loss without our consent, except at that person’s own cost without any obligation upon us.
O. Convey title to and possession of any damaged, destroyed, or stolen auto or other property if we pay, subject to any deductible, the actual cash value, or the cost to replace it.

GENERAL DEFINITIONS

These terms, and their plural and possessive forms, will have the following meaning throughout the policy when shown in bold typeface, unless otherwise noted.

A. "Accident" means a sudden, unexpected, and unintended occurrence.
B. "Auto" means any licensed and registered self-propelled land motor vehicle of the private passenger type with neither more than, nor less than, four wheels and made for use upon public roads or streets. Auto also means a pickup, sport utility vehicle, or van type motor vehicle rated no greater than US GVWR Class 3 (Max. GVWR 14,000) and not used in any business other than farming or ranching. Auto does not include motorcycles, midget cars, golf carts, any vehicle operated on rails or crawler treads, farm-type tractors, farm implements, any vehicle used as a residence or premises, or any equipment designed for use principally off public roads and streets.
C. "Bodily injury" means bodily harm, sickness, or disease sustained by a person or death resulting therefrom. It does not include mental or emotional injury, suffering, or distress that does not result from physical injury to a person.
D. "Business" means a trade, profession, or occupation, whether engaged in full-time or part-time. It includes, but is not limited to, travel between work locations or offices, whether or not such travel is compensated or reimbursed.
E. "Covered auto" means:
   1. any auto shown on the declarations page, unless you have asked us to delete that auto from your policy;
   2. any additional auto on the date you become the owner if:
      a. you acquire the auto during the policy period shown on the declarations page;
      b. you notify us of the additional auto within the time periods specified below;
      c. we insure all autos owned by you; and
      d. no other insurance policy provides coverage for that auto.
If we provide coverage for an auto you acquire in addition to any auto shown on the declarations page, we will provide 14 days of liability coverage and, if this policy provides physical damage coverage for an auto, four days of physical damage coverage subject to a deductible of $500. We will not provide coverage after these time periods unless you ask us to insure the additional auto beyond such time periods, we agree to insure it, and you pay the additional required premium for that auto;
   3. any replacement auto on the date you become the owner if:
      a. you acquire the auto during the policy period shown on the declarations page;
      b. you notify us of the replacement auto within the time periods specified below;
      c. the auto that you acquire replaces one shown on the declarations page; and
      d. no other insurance policy provides coverage for that auto.
If we provide coverage for a replacement auto, we will provide 14 days of liability coverage and, if this policy provided physical damage coverage for the replaced auto, four days of physical damage coverage subject to a deductible of $500. We will not provide coverage after these time periods unless you ask us to insure the replacement auto beyond such time periods, we agree to insure it, and you pay the additional required premium for that auto;

4. in Part A of this policy only, a “temporary substitute auto” means an auto:
   a. not owned by, or furnished or available for the regular use of, you, a relative, or your non-resident spouse;
   b. that is used as a temporary substitute for an auto described in paragraphs 1 – 3 above, while such auto is out of service due to breakdown, repair, or maintenance; and
   c. that is furnished by, or through, a commercial servicing center or commercial rental company under a written agreement for the temporary use of such auto, while an auto described in paragraphs 1 – 3 above is out of service due to breakdown, repair, or maintenance; and

5. any trailer while it is attached to an auto described in paragraphs 1-4 above.

F. "Declarations page" means the document from us listing:
   1. the types of coverage you have elected;
   2. the limit for each coverage;
   3. the cost for each coverage;
   4. the specified autos covered by this policy;
   5. the types of coverage for each auto; and
   6. other information that applies to this policy.

G. "Digital network" means an online enabled application, software, website, or system offered or used by a TNC to enable prearranged rides with TNC drivers.

H. "Loss" means sudden, direct, and accidental damage or theft.

I. "Noneconomic damages" means:
   1. physical and emotional pain and suffering;
   2. physical impairment;
   3. emotional distress;
   4. mental anguish;
   5. loss of enjoyment;
   6. loss of companionship, services, and consortium; and
   7. any other nonpecuniary loss proximately caused by a motor vehicle accident.
   It does not mean:
   1. treatment and rehabilitation;
   2. medical expenses;
   3. loss of economic or educational potential;
   4. loss of productivity;
   5. absenteeism;
   6. support expenses;
   7. accidents or injury; and
   8. any other pecuniary loss proximately caused by a motor vehicle accident.

J. "Non-owned auto" means any auto that is not owned by, or available for the regular use of, you, a relative, or your non-resident spouse.

K. "Occupying" means in, upon, on, entering into, or exiting from.

L. "Own" or "owned" means the person:
   1. holds legal title to the auto;
   2. has legal possession of the auto subject to a lien or written security agreement with an original term of six months or more; or
   3. has legal possession of the auto that is leased or rented to that person under a written agreement for a continuous period of six months or more.

M. "Owner" means any person who, with respect to an auto:
   1. holds legal title to the auto;
2. has legal possession of the auto subject to a lien or written security agreement with an original term of six months or more; or
3. has legal possession of the auto that is leased or rented to that person under a written agreement for a continuous period of six months or more.

N. "Personal vehicle" means a vehicle that is
   1. used by a TNC driver to provide a prearranged ride;
   2. owned, leased, or otherwise authorized for use by the TNC driver; and
   3. not a taxicab, limousine, or for-hire vehicle.

O. "Prearranged ride" means the provision of transportation by a TNC driver to a TNC rider, beginning when the TNC driver accepts a TNC rider's request for a ride through a digital network controlled by a TNC, continuing while the TNC driver transports the requesting TNC rider, and ending when the last requesting TNC rider departs from the personal vehicle. The term "prearranged ride" does not include transportation provided through: a shared-expense carpool or vanpool arrangement; use of a taxicab, limousine, or other for hire vehicle; or a regional transportation authority established under IC 36-9-3.

P. "Relative" means a person residing in the same household as you, who is related to you by blood, marriage, or adoption. If the named insured shown on the declarations page is not a natural person, however, no insurance is provided for a relative.

Q. "Temporary substitute auto" is defined in paragraph 4 of the definition of covered auto above.

R. "Trailer" means a vehicle that is not self-propelled and designed to be pulled by an auto. It also means a farm wagon or farm implement while towed by a covered auto. It does not mean a vehicle:
   1. being used in a business or for commercial purposes;
   2. being used with an auto not shown on the declarations page; or
   3. functioning as a home, office store or other for a continuous period of six months or more.

S. "Transportation network company" or "TNC" means an entity that does business in Indiana and uses a digital network to connect TNC riders to TNC drivers to request prearranged rides.

T. "Transportation network company driver" or "TNC driver" means an individual who:
   1. receives connections to potential TNC riders and related services from a TNC in exchange for payment of a fee to that TNC; and
   2. uses a personal vehicle to offer to provide prearranged rides to TNC riders, upon connection through a digital network controlled by the TNC, in exchange for compensation or payment of a fee.

U. "Transportation network company rider" or "TNC rider" means an individual who uses a TNC's digital network to connect with a TNC driver who provides the individual a prearranged ride in the TNC driver's personal vehicle between points chosen by the individual.

V. "Uninsured motorist with a previous violation" means an individual who owns a motor vehicle:
   1. that is involved in an accident; and
   2. for which financial responsibility in not in effect as required by Indiana law and, during the immediately preceding five years, such individual has been required to provide proof of future financial responsibility for any period under Indiana law.

W. "Use", "used", and "using" mean operating, occupying, or maintaining.

X. "We", "us", and "our" mean the company providing the insurance as shown on the declarations page.

Y. "You" and "your" mean:
   1. the person shown as the named insured on the declarations page; and
   2. the named insured's spouse if the spouse is a resident of the same household as the named insured during the policy period.

Z. "Resident operator" means any person who resides in the insured's household and who at any time during the policy period uses or operates an insured auto.

AA. "Regular operator" means any person who operates an insured auto and to whom such auto is made available for his/her regular use.
PART A - LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability and all other terms and conditions under this Part A, if you pay the premium for Liability Coverage under this Part A, we will pay damages, other than punitive or exemplary damages, for which an Insured becomes legally liable to others because of bodily injury or property damage that results from a motor vehicle accident.

When coverage under this Part A applies, we will settle or defend, as we, in our sole discretion, consider proper and with counsel of our choice, any claim for damages covered by this Part A. If a lawsuit is brought against an Insured with respect to a claim for acts or alleged acts covered by this Part A seeking both compensatory and punitive or exemplary damages, we will provide a defense to such lawsuit, but without liability for any such punitive or exemplary damages. Our duty to settle or defend ends when we pay our Limits of Liability under this Part A for payment of a judgment or settlement. We have no duty to settle or defend any claim that is not covered by this policy.

We have no duty to provide coverage or defense of a claim or action under this Part A unless we have received actual notice of a lawsuit before judgment on such suit is entered.

ADDITIONAL DEFINITIONS

When used in this Part A:

A. "Insured" and "Insureds" mean:
   1. you or a relative with respect to an accident arising out of the ownership, maintenance, or use of any covered auto, or arising out of the use of a non-owned auto with the express or implied permission of the owner; and
   2. any person with respect to an accident arising out of that person's use of a covered auto with your express or implied permission, but to whom your covered auto is not furnished or available for that person's regular use; and
   3. any person or organization with respect only to vicarious liability for an accident arising out of the use of an auto by a person described in 1 or 2 above.

"Insured" does not include:
   1. a relative, or any other person residing in your household, who has not been disclosed to us; or
   2. the owner, or anyone else, from whom you lease, hire, or borrow an auto, unless the auto is specifically shown on the declarations page.

B. "Property damage" means physical damage to, or destruction of, tangible property, including loss of use of that property caused by an accident covered under this policy and occurring while this policy is in force.

ADDITIONAL PAYMENTS

In addition to the Limits of Liability under this Part A, we will pay for an Insured:

A. all expenses that we incur in the settlement of any claim or defense of any lawsuit, subject to the terms and conditions of this Part A;
B. interest accruing after entry of judgment is entered in any suit we defend, until we have paid or tendered that portion of the judgment that does not exceed our Limits of Liability for this coverage. This does not apply if we have not been given notice of suit or the opportunity to defend an Insured;
C. the premium on any appeal bond or attachment bond required in any lawsuit we defend. We have no duty to purchase a bond in an amount exceeding our Limits of Liability. We have no duty to apply for or furnish these bonds; and
D. reasonable expenses, not including loss of earnings, incurred at our request.

EXCLUSIONS

There is no coverage under this Part A if one or more of the following exclusions apply.

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

A. Bodily injury or property damage arising out of the ownership, maintenance, or use of an auto or trailer while being used to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools or to your liability for bodily injury or property damage resulting from the negligence in the operation of a covered auto by an Insured legally using or operating the covered auto with your express or implied permission.
B. Bodily injury or property damage arising from use of an auto by a TNC driver while such person is logged on to a TNC digital network or engaged in a prearranged ride.
C. Bodily injury or property damage arising out of the ownership, maintenance, or use of an auto while being used to plow or remove snow for compensation or a fee. This exclusion does not apply to your liability for bodily injury or property damage resulting from the negligence in the operation of a covered auto by an Insured legally using or operating the covered auto with your express or implied permission.
D. Any liability arising out of the ownership, maintenance, or use of a vehicle in the course of any business. This exclusion does not apply to your liability for bodily injury or property damage resulting from the negligence in the operation of a covered auto by an Insured legally using or operating the covered auto with your express or implied permission.
E. Any liability assumed by an Insured under any contract or agreement.
F. Bodily injury to you, an Insured, a relative, or any other person who resides in your household.
G. Bodily injury to a parent, spouse, child or stepchild, brother, or sister of an Insured, or a hitchhiker transported without charge arising out of the ownership, maintenance or use of an auto or trailer.
H. Bodily injury to an employee of an Insured arising out of, or within the course of, employment. This does not apply to domestic employees if benefits are neither paid nor required to be provided under workers’ compensation, disability, or similar laws.
I. Bodily injury or property damage arising out of an accident involving an auto while being used by a person while employed or engaged in the business of:
   1. selling;
   2. leasing;
   3. repairing;
   4. parking;
   5. storing;
   6. servicing
   7. towing;
   8. delivering;
   9. road testing; or
   10. renting; vehicles.
This exclusion does not apply to your liability for bodily injury or property damage resulting from the negligence in the operation of a covered auto by an Insured legally using or operating the covered auto with your express or implied permission.
J. Bodily injury or property damage resulting from participation in any racing, speed, or demolition contest, stunting activity, or from practice or preparation for any such contest or activity. This exclusion applies regardless of whether such contest or activity is prearranged, organized, or informal.
K. Bodily injury or property damage resulting from the operation of any auto on a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use on a track or course used for such purposes.

L. Bodily injury or property damage due to nuclear reaction, exposure, radiation, or contamination.

M. Bodily injury or property damage for which insurance is afforded under a nuclear energy liability insurance contract or would be afforded under any such policy but for its termination upon exhaustion of its limit of liability.

N. Bodily injury or property damage resulting from the operation, maintenance, or use of an auto, other than a covered auto, that is owned by, or furnished or available for the regular use of, you, a relative, or a person who resides with you.

O. Any obligation for which the United States Government is liable under the Federal Tort Claims Act.

P. Bodily injury or property damage that is intended or is caused intentionally by a willful act of, or at the direction of, an Insured.

Q. Punitive damages or an award of attorney fees based upon punitive damages.

R. Property damage to any property:
   1. owned by;
   2. rented to;
   3. used by;
   4. transported by; or
   5. in the care, custody, or control of;
   an Insured, an employee of an Insured, or a person residing in your household.

S. Bodily injury or property damage arising out of the operation, maintenance, or use of a covered auto while leased or rented to others.

T. Bodily injury or property damage arising out of the use of an auto to push, pull, or tow another auto, except for a trailer rented or owned by an Insured.

U. Bodily injury or property damage arising out of the operation or use of a rented auto while being used by a person not authorized by, or excluded under, the terms of the rental agreement.

V. Any intentional discharge, dispersal, or release of radioactive, pathogenic, poisonous, or hazardous material for any purpose other than its safe and useful purpose.

W. Bodily injury or property damage arising out of the ownership or use of an auto while it is parked and being used:
   1. as a residence or premises; or
   2. as premises for office, store, or display purposes.

X. Bodily injury or property damage that results from, or occurs in the course of, a criminal act or omission of an Insured, or while attempting to elude law enforcement. This includes, but is not limited to, bodily injury or property damage that results from, or that occurs in the course of, leaving the scene of a crime. For purposes of this exclusion, “crime” does not include a traffic violation.

Y. Bodily injury or property damage caused by, or as a consequence of, war (declared or undeclared), civil war, insurrection, civil commotion, rebellion, usurpation of power, or revolution. This includes any warlike action by any military force, government, sovereign or other authority using military personnel or agents and any action taken to hinder or defend against an actual or expected attack.

Z. Bodily injury or property damage arising out of the use of any vehicle by a person who has not been disclosed to us, and:
   1. does not have a driver’s license; or
   2. has a driver’s license that has been revoked or is under suspension; or
   3. has a restricted driver’s license and is using the vehicle outside of the scope of that restriction.

AA. Bodily injury or property damage arising out of the use of a rented or leased auto by the Insured where other valid or collectible coverage in the form of an insurance policy, bond, or self-insurance has been furnished to the Insured in connection with such rental or lease.

BB. Bodily injury resulting from the discharge of any weapon or firearm used in connection with any vehicle.

CC. Bodily injury or property damage arising out of the loading or unloading of any vehicle.
DD. Emergency response fees, clean up fees or other fees imposed by local municipalities, law enforcement agencies, or other governmental or volunteer agencies as a result of a motor vehicle accident.

EE. Bodily injury or property damage incurred while any vehicle is used for towing a trailer not designed to be towed by that vehicle.

In addition to the exclusions above, we shall not pay noneconomic damages on a claim for coverage under this Part A if the claim is for coverage for bodily injury or property damage incurred by an uninsured motorist with a previous violation. This applies regardless of whether the individual is operating the motor vehicle at the time of the accident. This does not apply:
A. to an uninsured motorist with a previous violation who is less than 18 years of age; or
B. if a person other than the uninsured motorist with a previous violation is:
   1. operating a motor vehicle involved in the accident; and
   2. convicted of a crime in connection with the accident.

LIMITS OF LIABILITY

A. The Limits of Liability for this Part A are shown on the declarations page.
   1. The amount shown for "per person" is the most we will pay for all damages due to a bodily injury sustained by one person in any one accident.
   2. Subject to the "per 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.
   3. The amount shown for "property damage" is the most we will pay for all damages due to property damage sustained in any one accident.
B. The "per person" limit of liability applies to:
   1. the total of all claims made for bodily injury to a person and all claims of others derived from the bodily injury including, but not limited to:
      a. loss of consortium;
      b. loss of services;
      c. loss of society;
      d. loss of companionship; and
      e. wrongful death;
   2. all claims and lawsuits for emotional distress and mental anguish due to witnessing the occurrence of the accident or bodily injury.
C. We will not pay more than the Limits of Liability for this Part A regardless of the number of:
   1. claims made;
   2. covered autos;
   3. Insureds;
   4. lawsuits filed;
   5. vehicles involved in an accident;
   6. heirs or survivors of persons with bodily injury; or
   7. premiums paid.
D. The stacking or combining of coverage or limits under this policy is not allowed even if separate premiums are shown on the declarations page for each covered auto.
E. Any amount paid or payable to a person for bodily injury under this Part A shall reduce, or be reduced by, any amount paid or payable to such person for bodily injury under Part B or Part C of this policy.
F. Any amount paid or payable for property damage under this Part A shall reduce, or be reduced by, any amount paid or payable under Part C or Part D of this policy for such property damage.
G. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.
H. A covered auto and attached trailer are considered one vehicle. Therefore, the limits of liability are not increased for an accident involving a covered auto with an attached trailer.
OTHER INSURANCE

If any other liability insurance policies, bonds, or self-insurance applies to any accident covered under this Part A, the maximum limit of liability under all policies (including any other policy issued by us or an affiliate) shall not exceed the highest applicable limit of liability that applies to any one policy. Any insurance we provide under this Part A for an Insured while occupying or using any vehicle, other than a covered auto, will be excess over all other insurance, bonds, or other forms of coverage covering that vehicle.

Subject to the other terms of this Other Insurance clause, if we provide coverage under this Part A on a primary basis, we will not pay more than our share of the damages that must be paid under policies or terms of coverage that apply on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

Similarly, if coverage is provided under this Part A on an excess basis, we will not pay more than our share of the damages that must be paid under policies or terms of coverage that apply on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

FINANCIAL RESPONSIBILITY

When this policy is certified 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 was not certified as proof of financial responsibility.

OUT-OF-STATE COVERAGE

If an accident to which coverage under this Part A applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada, other than the one in which a covered auto is principally garaged, and the state, province, territory, or possession has:
A. a financial responsibility or similar law requiring limits of liability for bodily injury or property damage higher than the limits shown on the declarations page, and it is required by law that this policy conform to those higher limits, this policy will provide the higher liability limits; or
B. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses an auto in that state, province, territory or possession, and it is required by law that this policy conform to those requirements, this policy will provide the required liability limits and types of coverage.

If we make any payment under this policy beyond the terms, conditions, changes, exclusions, endorsements, and limits included in this policy and stated on your declarations page resulting from an accident occurring outside the State of Indiana, then you agree to reimburse us for any such payment.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

Subject to our Limit of Liability, if you pay the premium for Medical Payments Coverage, we will pay the usual and customary charge for reasonable and necessary medical expenses incurred within one year from the date of an accident, and for reasonable expenses incurred for funeral services:
A. resulting from bodily injury;
B. sustained by an Insured; and
C. caused by an accident that arises out of the ownership, maintenance, or use of an auto.
We have the right to review the medical expenses to determine if they are reasonable and necessary for the diagnosis and treatment of the bodily injury. We may refuse to pay for any portion of a medical expense that is unreasonable because the fee for the service is greater than the usual and customary charge for that service. We may also refuse to pay for any medical expense because the service rendered is unnecessary for the treatment of the bodily injury sustained. We may use independent sources of information selected by us to determine if any medical expense is reasonable and necessary. These sources may include, but are not limited to:

A. exams by physicians we select;
B. review of medical records and test results by persons and services selected by us;
C. computerized programs for the analysis of medical treatment and expenses; and
D. published sources of medical expense information.

ADDITIONAL DEFINITIONS

When used in Part B:

A. "Insured" and "Insureds" mean:
   1. you or a relative while occupying a covered auto, or while occupying a non-owned auto with the express or implied permission of the owner; and
   2. any other person while occupying a covered auto with your permission.
B. "Medical expenses" mean medical treatment services and products provided by a licensed health care provider, including necessary ambulance, hospital, surgical, medical, dental, x-ray, professional nursing, prosthetic devices, eye glasses, and pharmaceutical services.
C. "Usual and customary charge" means an amount that we determine, through the use of independent sources of our choice, represents a customary charge for services in the geographical area in which the service is rendered.

EXCLUSIONS

There is no coverage under this Part B if one or more of the following exclusions apply.

Coverage under Part B does not apply to bodily injury:

A. Sustained while operating or occupying an auto while being used to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion also applies to the use of an auto by a TNC driver while such person is logged on to a TNC digital network or engaged in a prearranged ride. This exclusion does not apply to shared-expense car pools.
B. Arising out of the ownership or use of a vehicle in the course of any business. This exclusion shall not apply to business use of a vehicle if, prior to the accident that specific business use was declared by you to us, we agreed to cover that business use, and you paid us the total, additional business use charge specified by us. However, this exclusion does apply to business use that you have not disclosed to us or for which you have not paid an additional business use charge. In addition, this exclusion applies to the use of a vehicle for any occupation that you have disclosed to us on your application if we have not charged an additional business use charge for that occupation.
C. Occurring within the course of employment if workers' compensation benefits are available for the bodily injury.
D. Arising out of an accident involving an auto while being used by a person while employed or engaged in the business of:
   1. selling;
   2. leasing;
   3. repairing;
4. parking;
5. storing;
6. servicing;
7. delivering;
8. testing; or
9. renting;
vehicles.

E. Resulting from an insured's participation in any racing, speed, or demolition contest, stunting activity, or from practice or preparation for any such contest or activity. This exclusion applies regardless of whether such contest or activity is prearranged, organized, or informal.

F. Resulting from an insured's operation of any auto on a track or course designed or used for racing or high performance driving, or in practice or preparation or any contest or use on a track or course used for such purposes.

G. For which the United States Government is liable under the Federal Tort Claims Act.

H. Sustained by any person while occupying a covered auto without the express or implied permission of you or a relative.

I. Sustained by you or a relative while occupying a non-owned auto without the express or implied permission of the owner of such auto.

J. Arising out of the use of a covered auto while leased to, or rented by, others.

K. When struck by, or using, an auto, other than a covered auto, owned by, or furnished or available for regular use of you, a relative, or a person who resides with you.

L. Resulting from any intentional discharge, dispersal, or release of radioactive, pathogenic, or hazardous material for any purpose other than its safe and useful purpose.

M. Arising out of the ownership, maintenance, or use of an auto while it is parked and being used:
1. as a residence or premises; or
2. as a premises for office, store, or display purposes.

N. That is intentionally inflicted on an Insured or that is self-inflicted. This includes any bodily injury sustained by an Insured occupant of a covered auto who is complicit in the intentional act or acts of the driver of the covered auto.

O. Caused by or as a consequence of:
1. nuclear reaction, exposure, radiation, or radioactive contamination, or for which insurance is afforded under a nuclear energy liability insurance contract;
2. discharge of a nuclear weapon;
3. war;
4. civil war;
5. insurrection or civil commotion; or
6. rebellion, riot, or revolution.

P. That arises out of occupying or using a motor vehicle with:
1. less than four wheels; or
2. four or more wheels if the motor vehicle is not designed for operation principally upon public roads.

Q. That is caused by, or reasonably expected to result from, a criminal act or omission of the Insured while attempting to elude law enforcement. This includes, but is not limited to, bodily injury that results from, or that occurs in the course of, leaving the scene of a crime. For purposes of this exclusion, "crime" does not include a traffic violation.

R. Arising out of the use of any vehicle by a person who has not been disclosed to us, and:
1. does not have a driver's license; or
2. has a driver's license that has been revoked or is under suspension; or
3. has a restricted driver's license and is using the vehicle outside of the scope of that restriction.
LIMIT OF LIABILITY

A. The Limit of Liability shown on the declarations page for this Part B is the most we will pay for each Insured sustaining bodily injury in any one accident, regardless of the number of:
   1. claims made;
   2. covered autos;
   3. Insureds;
   4. lawsuits filed;
   5. motor vehicles involved in an accident; or
   6. premiums paid.
B. There will be no stacking or combining of coverage afforded to more than one auto under this policy.
C. Any amount paid or payable to an Insured under this Part B shall reduce, or shall be reduced by, any amount paid or payable for the same expense under Part A or Part C of this policy.
D. No one will be entitled to duplicate payments for any elements of bodily injury, damages, or expenses under this policy or from any other source.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the medical expenses. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide under this Part B for an Insured while occupying or using any vehicle, other than a covered auto, will be excess over all other insurance, bonds, or other forms of coverage covering that vehicle. The insurance provided by this Part B is excess over any other insurance providing benefits for medical expenses including, but not limited to, individual, blanket, or group accident, disability, medical, surgical, or hospitalization insurance.

PART C - UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENTS

A. Insuring Agreement - Uninsured Motorist Bodily Injury Coverage
   Subject to the Limits of Liability under this Part C, if you pay the premium for Uninsured Motorist Bodily Injury Coverage for a covered auto, we will pay for damages, other than punitive or exemplary damages, that an Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury:
   1. sustained by an Insured;
   2. caused by an accident; and
   3. arising out of the ownership, maintenance, or use of the uninsured motor vehicle.

B. Insuring Agreement - Underinsured Motorist Bodily Injury Coverage
   Subject to the Limits of Liability under this Part C, if you pay the premium for Underinsured Motorist Bodily Injury Coverage for a covered auto, we will pay for damages, other than punitive or exemplary damages, that an Insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury:
   1. sustained by an Insured;
   2. caused by an accident; and
   3. arising out of the ownership, maintenance, or use of the underinsured motor vehicle.

C. Insuring Agreement - Uninsured Motorist Property Damage Coverage
Subject to the Limits of Liability under this Part C, if you pay the premium for Uninsured Motorist Bodily Injury Coverage and for Uninsured Motorist Property Damage Coverage for a covered auto, we will pay for property damage, excluding any punitive or exemplary damages, that an Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle:

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

Uninsured Motorist Property Damage Coverage is subject to any deductible elected by you and shown on the declarations page. Any such deductible shall be waived, however, for property damage resulting from collision if the covered auto was legally parked and unoccupied at the time of the accident. Any claim for property damage must include the name and address of the at-fault operator of the uninsured motor vehicle and any other information necessary to establish that the at-fault operator is without motor vehicle liability insurance. No payment shall be made by us under Uninsured Motorist Property Damage Coverage if the owner or operator of the uninsured motor vehicle cannot be identified.

**ADDITIONAL TERMS AND DUTIES**

A. Coverage under this Part C applies only to the operation of a covered auto for which coverage has been purchased as shown on the declarations page. No coverage is provided under this Part C with respect to the operation of any covered auto or other motor vehicle owned by you for which no premium has been paid.

B. If coverage applies under this Part C, we will pay only after the limits of liability under all other applicable liability bonds and policies have been exhausted by payment of judgments or settlements. This shall not apply, however, if we and the Insured agree, without arbitration:

1. that the Insured has suffered bodily injury or property damage as the result of the negligent ownership, maintenance, or use of the uninsured motor vehicle or underinsured motor vehicle; and
2. as to the amount of damages that, within the Limits of Liability that apply, the Insured is legally entitled to recover under this Part C.

C. If a settlement offer has been made to an Insured by or on behalf of the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, we must be given:

1. not less than 30-days written notice of the offer including, in the case of an accident involving an underinsured motor vehicle, certification of the liability coverage limits of the owner or operator of such underinsured motor vehicle; and
2. the opportunity to advance payment to the Insured in an amount equal to the offer within the 30-day period after we receive notice.

D. We may require an Insured to file a legal action against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle before we negotiate a claim under this Part C. If a legal action is filed at our request, we will advance all court costs, jury fees, and sheriff’s fees arising from the action.

E. If a lawsuit is filed without prior notice to us, we are not bound by any judgment that arises out of that lawsuit as to:

1. the liability of an owner or operator of an uninsured motor vehicle or underinsured motor vehicle; or
2. the amount of damages arising from an accident.

F. If a settlement is entered into with the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, but without our written consent, we are not bound by that settlement.

G. Any lawsuit or arbitration against us concerning Uninsured Motorist Bodily Injury Coverage or Uninsured Motorist Property Damage Coverage under this Part C must be initiated within two years from the date of the accident. Any lawsuit or arbitration against us concerning Underinsured Motorist Bodily Injury Coverage under this Part C must be initiated within two years from the date of the settlement or judgment against the owner or operator of the underinsured motor vehicle.
ADDITIONAL DEFINITIONS

When used in Part C:

A. “Hit-and-run motor vehicle” means a motor vehicle that causes bodily injury to an Insured and the identity of the owner or operator of such hit-and-run motor vehicle cannot be ascertained.

B. "Insured" and "Insureds" mean:
1. you or a relative;
2. any other person operating a covered auto with your permission, if being operated within the scope of that permission; and
3. any person who is legally entitled to recover damages covered by Part C because of bodily injury sustained by a person described in 1 or 2 above. This will not increase our Limits of Liability to an amount more than the limit that applies to the person who has sustained the bodily injury.

C. "Property damage" means physical damage to, or destruction of:
1. a covered auto for which Uninsured Motorist Property Damage Coverage has been purchased; and
2. personal property owned by you, which is contained in that covered auto at the time of the accident. Property damage does not include the loss of use of any damaged or destroyed property.

D. "Underinsured motor vehicle" means a land motor vehicle for which one or more bodily injury liability bonds or policies apply at the time of the accident, but the sum of all limits available under all applicable bonds and policies for bodily injury liability is less than the Limits of Liability for Underinsured Motorists Bodily Injury Coverage under this Part C. It does not include any vehicle:
   1. insured under Part A of this policy;
   2. owned by, or furnished to or available for regular use by, you or any relative;
   3. owned by any governmental unit or agency;
   4. operated on rails or crawler treads;
   5. not required to be registered as a motor vehicle;
   6. while located for use, or while being used, as a residence or premises;
   7. designed mainly for use off public roads, while not on public roads;
   8. shown on the declarations page of this policy; or
   9. that is an uninsured motor vehicle.

E. "Uninsured motor vehicle" means a land motor vehicle of any type:
   1. to which no liability bond, policy, or form of self-insurance applies at the time of the accident, or which is not otherwise in compliance with the financial responsibility requirements of IC 9-25 or any similar requirements applicable under the laws of another state; or
   2. to which a liability bond or policy applies at the time of the accident, but the bonding or insuring company:
      a. legally denies coverage; or
      b. is unable to make payment with respect to the legal liability of its insured within the limits specified in IC 9-25-4-5 because of insolvency. This insolvency protection applies only to accidents occurring while Uninsured Motorist Bodily Injury Coverage under this Part C, or Uninsured Motorist Bodily Injury Coverage and Uninsured Motorist Property Damage Coverage under this Part C, is in effect and where the liability insurer for the tortfeasor becomes insolvent within two years after the date of the accident.

An "uninsured motor vehicle" does not include any motorized vehicle or equipment:
1. insured under Part A of this policy;
2. shown on the declarations page;
3. that is owned by, or furnished to or available for regular use by, you or any relative;
4. owned or operated by a self-insured under any applicable vehicle law, except a self-insured that is or becomes insolvent;
5. owned by any governmental unit or agency;
6. operated on rails or crawler treads;
7. designed mainly for use off public roads, while not on public roads;
8. while located for use, or while being used, as a residence or premises;
9. not required to be registered as a motor vehicle;
10. that is an underinsured motor vehicle.
11. a hit-and-run motor vehicle.

EXCLUSIONS

There is no coverage under this Part C if one or more of the following exclusions apply.

A. Coverage under Part C is not provided for:

1. Bodily injury or property damage that occurs while you or a relative are using a motor vehicle to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion also applies to the use of an auto by a TNC driver while such person is logged on to a TNC digital network or engaged in a prearranged ride. This exclusion does not apply to shared-expense car pools.

2. Bodily injury or property damage arising out of the ownership or use of a vehicle in the course of any business. This exclusion shall not apply to business use of a vehicle if, prior to the accident: that specific business use was declared by you to us; we agreed to cover that business use; and you paid to us the total, additional business use charge specified by us. However, this exclusion does apply to the use of a vehicle that you have not disclosed to us on your application if we have not charged an additional business use charge for that occupation.

3. Bodily injury or property damage while you or a relative are occupying or using any motor vehicle owned by, or furnished or available for the regular use of, you or a relative if that vehicle is not a covered auto under this policy.

4. Bodily injury or property damage while occupying or using any:
   a. covered auto without the permission of you or a relative or outside of the scope of that permission;
   b. other vehicle without the permission of its owner or outside of the scope of that permission.

5. Bodily injury or property damage while occupying or using any vehicle in the course of a crime while attempting to elude law enforcement. This includes, but is not limited to, bodily injury or property damage that results from, or that occurs in the course of, leaving the scene of a crime. For purposes of this exclusion, "crime" does not include a traffic violation.

6. Bodily injury or property damage which the Insured expected or intended to occur or that is incurred by an Insured occupant of an auto who is complicit in the intentional act of the operator of the auto.

7. Bodily injury or property damage caused by hazardous materials.

8. Bodily injury or property damage resulting from an Insured’s participation in any racing, speed, or demolition contest, stunting activity, or from practice or preparation for any such contest or activity. This exclusion applies regardless of whether such contest or activity is prearranged, organized, or informal.

9. Bodily injury or property damage resulting from an insured’s operation of any auto on a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use on a track or course used for such purposes.

10. Bodily injury or property damage resulting from the operation of any covered auto or other motor vehicle owned by you for which no premium has been paid.

11. Property damage to a covered auto that is covered by Part D of this policy.

12. Property damage if the owner or operator of the uninsured motor vehicle cannot be identified.

13. Property damage not caused by actual physical contact with the uninsured motor vehicle.

14. Bodily injury or property damage arising out of the use of any vehicle by a person who has not been disclosed to us, and:
   a. does not have a driver’s license; or
   b. has a driver’s license that has been revoked or is under suspension; or
   c. has a restricted driver’s license and is using the vehicle outside of the scope of that restriction.
B. No coverage applies under this Part C for any **Insured** who, directly or through his or her representative, settles any claim without **our** written consent.

C. Coverage under this Part C shall not benefit, directly or indirectly, any insurer or self-insurer under any workers’ compensation law, disability benefits law, or similar law.

D. In addition to the exclusions above, **we** shall not pay **noneconomic damages** on a claim for coverage under this Part C if the claim is for coverage for **bodily injury** or **property damage** incurred by an **uninsured motorist with a previous violation**. This applies regardless of whether the individual is operating the motor vehicle at the time of the **accident**. This does not apply:

1. to an **uninsured motorist with a previous violation** who is less than 18 years of age; or
2. if a person, other than the **uninsured motorist with a previous violation**, is operating a motor vehicle involved in the **accident** and is convicted of a crime in connection with the **accident**.

**LIMITS OF LIABILITY**

A. The Limits of Liability for this Part C are shown on the **declarations page**.

1. The amount shown for “per person” is the most **we** will pay for all damages due to **bodily injury** sustained by one person in any one **accident**.
2. Subject to the “per 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**.

B. The “per person” limit of liability applies to:

1. the total of all claims made for **bodily injury** to a person and all claims of others derived from the **bodily injury**, including but not limited to:
   a. loss of consortium;
   b. loss of services;
   c. loss of society;
   d. loss of companionship; and
   e. wrongful death;
2. all claims and lawsuits for emotional distress and mental anguish due to witnessing the occurrence of the **accident** or **bodily injury**.

C. **We** will not pay more than the Limits of Liability for this Part C regardless of the number of:

1. claims made;
2. **covered autos**;
3. **Insureds**;
4. lawsuits filed;
5. vehicles involved in an **accident**;
6. heirs or survivors of persons with **bodily injury**; or
7. premiums paid.

D. Subject to the Limits of Liability under this Part C, the maximum amount payable for **bodily injury** under this Part C is the lesser of:

1. the difference between:
   a. the amount paid in damages to the **Insured** by or for any person or organization who may be liable for the **Insured’s bodily injury**; and
   b. the applicable per person limit under Uninsured Motorist Bodily Injury Coverage or Underinsured Motorist Bodily Injury Coverage under this Part C; or
2. the difference between:
   a. the total amount of damages incurred by the **Insured**; and
   b. the amount paid in damages to the **Insured** by or for any person or organization who may be liable for the **Insured’s bodily injury**.

E. In determining the total damages that an **Insured** is legally entitled to recover from the **owner** or operator of an **underinsured motor vehicle** or **uninsured motor vehicle** because of **bodily injury**, the amount of such damages shall be reduced by any amount paid or payable under Part B of this policy or under any workers’ compensation law, disability benefits law, or similar law.
F. If we, or an affiliate insurer, have issued more than one policy to you with uninsured or underinsured motorist coverage, we will not pay more than the highest limit of liability for that coverage that applies under one policy. The limit of liability may not be added, combined, or stacked with similar coverage under any other policy issued by us or an affiliate insurer.

G. The stacking or combining of coverage or limits under this policy is not allowed even if separate premiums are shown for each covered auto.

H. If there is more than one covered auto under this policy, the limits of liability available to a permissive user shall be the limits associated with the covered auto used by the permissive user when the accident occurred.

I. Any amount paid or payable to a person for bodily injury under this Part C shall reduce, or shall be reduced by, any amount paid or payable to such person for bodily injury under Part A or Part B of this policy.

J. Any amount paid or payable for property damage under this Part C shall reduce, or shall be reduced by, any amount paid or payable under Part A or Part D of this policy for such property damage.

K. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.

L. With respect to any property damage to a covered auto, we will reduce any amount payable under this Part C by the amount of depreciation or betterment. Except as otherwise expressly stated in this paragraph, you are responsible to pay for any betterment. Any amount paid or payable for property damage under this Part C shall also be reduced by the salvage value of the covered auto if you keep any salvage. If the covered auto is to be repaired, we will not pay more than the prevailing competitive labor rates charged in the area where the covered auto is to be repaired as we reasonably determine. Also, we will not pay any amount for any diminution of value due to the repair. We will prepare a repair estimate that will set forth the amount needed to repair the covered auto and any parts needed to be replaced as a result of the loss. The repair estimate will be based on the use of new or used original equipment manufacturer parts, recycled parts, or after-market parts, as we see fit and specify which parts are new or used original equipment manufacturer parts, recycled parts, or after-market parts. If you agree to have window glass repaired at our expense after an accident, we have no duty to also pay the actual cash value of that glass or replace it. As we see fit, we will pay for property damage covered by this Part C in money or repair or replace the damaged or stolen property. As to salvage, you may keep all or part of the salvaged property that has sustained property damage. If we allow you to keep salvage, we will reduce the amount to be paid by us by the agreed or appraised value of the salvage. You may not abandon salvage to us. We have no duty to preserve salvage.

OTHER INSURANCE

If other uninsured or underinsured motorist coverage, similar to the coverage provided by this Part C, applies to an accident:

A. The maximum limit of liability under all policies, bonds, or other forms of coverage (including any other policy issued by us or an affiliate) shall be no more than the highest applicable limit of liability under one policy, bond, or form of coverage.

B. Any insurance we provide under this Part C for an Insured while occupying or using any vehicle, other than a covered auto, will be excess over all other insurance, bonds, or other forms of coverage covering that vehicle.

C. Subject to the other terms of this Other Insurance section, if we provide coverage under this Part C, 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 with the same priority, either primary or excess.

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

If we and an Insured cannot agree on:

A. the legal liability of the owner or operator of an uninsured motor vehicle or underinsured motor vehicle as the result of an accident to which this Part C applies; or
B. the amount of damages sustained by the Insured as the result of such accident;

then the disagreement shall be determined by arbitration if both we and the Insured agree to arbitration prior to the expiration of the statute of limitations applicable to such accident.

If we and the Insured agree to arbitration, each party shall select an arbitrator. The two arbitrators shall select a third. If the two arbitrators cannot agree on a third arbitrator within 30 days then, on joint application by us and the Insured, the third arbitrator shall be appointed by a court having jurisdiction.

Each party shall pay the fees and costs of its arbitrator and any other expenses such party incurs. The fees and costs of the shared arbitrator shall be shared equally by us and the Insured.

Unless the parties agree otherwise, arbitration shall take place in the county in which the Insured resides. Local rules of evidence and procedure shall apply. The Insured agrees to promptly respond to requests for production, submit to examinations under oath when and as we require, promptly respond to interrogatories, and promptly respond to, and otherwise comply with, any other discovery we may require during the course of any arbitration.

A decision agreed to by two of the arbitrators shall be binding. The arbitrators may not award an amount in excess of the applicable Limit of Liability under this Part C. The arbitrators have no authority to award punitive or exemplary damages.

PART D – PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT - COLLISION COVERAGE

If you pay the premium for Collision Coverage then, subject to our Limit of Liability and the applicable deductible, we will pay for loss to a covered auto for which Collision Coverage has been purchased when it overturns or has physical impact with another vehicle or object (not including impact with an animal, bird, or any falling object).

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

If you pay the premium for Comprehensive Coverage then, subject to our Limit of Liability and the applicable deductible, we will pay for a comprehensive loss to a covered auto for which Comprehensive Coverage has been purchased.

In the event of the theft of an entire covered auto for which Comprehensive Coverage applies under this Part D, we will pay, in addition to the Limit of Liability, up to $10 per day, not to exceed $200 in total, for reasonable and necessary transportation expenses incurred beginning 72 hours after the theft has been reported to us and to the applicable authorities and ending on the earlier of:

A. the date and time the location of the stolen covered auto becomes known to you or us; or
B. the date we make a payment for the theft.
INSURING AGREEMENT – ROADSIDE ASSISTANCE COVERAGE

If you pay the premium for Roadside Assistance Coverage for a covered auto as shown on the declarations page then, subject to the per occurrence limit shown on the declarations page, we will pay for up to two occurrences per covered auto per policy period for the following emergency roadside assistance services necessitated by the disablement of the covered auto:

A. reasonable towing and labor costs for towing the covered auto to the nearest point at which the disablement can be remedied;
B. reasonable costs for a tire change;
C. reasonable costs for a battery jump start;
D. reasonable costs for key lockout services; and
E. reasonable costs for fuel, oil, and water delivery service limited to the amount of fuel, oil, and water necessary for the covered auto to be driven to the nearest point where fuel and oil may be purchased by the driver or owner.

If the covered auto must be towed, you must arrange necessary towing services through the roadside assistance service authorized by us. We shall not pay for unreasonable or excessive towing charges assessed by an unauthorized towing or roadside assistance service.

INSURING AGREEMENT – RENTAL REIMBURSEMENT COVERAGE

Subject to our limits of liability for this coverage, if you pay the premium for Rental Reimbursement Coverage, we will reimburse rental charges incurred when you rent an auto from a rental agency or auto repair shop due to a loss:

A. to a covered auto for which Rental Reimbursement Coverage has been purchased as shown on the declarations page; and
B. for which Comprehensive Coverage or Collision Coverage applies.

Our limits of liability for this coverage are the amount and the number of days shown on the declarations page.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses shall apply.

Rental charges will be reimbursed beginning 48 hours after the loss, if timely reported by you.

Reimbursement for rental charges will end when our limit of liability for this coverage has been reached or, if earlier, when the covered auto has been:

A. returned to you;
B. repaired;
C. replaced; or
D. if the covered auto is deemed by us to be a total loss, 72 hours after we make an offer to pay the applicable limit of liability under this Part D.

You must provide us written proof of your rental charges. Duplicate recovery for any expense or charge is not permitted under this policy.
ADDITIONAL DEFINITION

When used in this Part D:

A "comprehensive loss" includes loss caused by:
1. contact with an animal or 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; or
8. windstorm, hail, water, or flood.

It does not include a loss that is payable under Collision Coverage.

EXCLUSIONS

There is no coverage under this Part D if one or more of the following exclusions apply.

No coverage under this Part D shall apply to loss:

A. To a covered auto while being used to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion also applies to the use of an auto by a TNC driver while such person is logged on to a TNC digital network or engaged in a prearranged ride. This exclusion does not apply to shared-expense car pools.
B. To a covered auto while being used to plow or remove snow for compensation or a fee.
C. Arising out of the ownership, maintenance, or use of a vehicle in the course of any business. This exclusion shall not apply to business use of a vehicle if, prior to the accident, that specific business use was declared by you to us; we agreed to cover that business use; and you paid to us the total, additional business use charge specified by us. However, this exclusion does apply to business use of a vehicle that you have not disclosed to us or for which you have not paid an additional business use charge. In addition, this exclusion does apply to the use of a vehicle for any occupation that you have disclosed to us on your application if we have not charged an additional business use charge for that occupation.
D. To a covered auto while it is leased or rented to others.
E. To a covered auto while being used or driven by a person while employed or engaged in the business of:
1. selling;
2. leasing;
3. repairing;
4. parking;
5. storing;
6. servicing;
7. delivering;
8. road testing; or
9. renting; vehicles.
F. To a covered auto resulting from participation in any racing, speed, or demolition contest, stunting activity, or from practice or preparation for any such contest or activity. This exclusion applies regardless of whether such contest or activity is prearranged, organized, or informal.
G. To a covered auto that results from the operation of the covered auto on a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use on a track or course used for such purposes.

H. Due to nuclear reaction, exposure, radiation, or contamination.

I. For which insurance is afforded under a nuclear energy liability insurance contract.

J. To a covered auto due to destruction or confiscation by governmental or civil authorities, or due to repossession by a loss payee or lienholder.

K. To a covered auto due to abandonment.

L. That is intended or is caused intentionally by a willful act of you or a relative, or at the direction of you or a relative.

M. To a covered auto that results from, or occurs in the course of, a criminal act or omission of you, a relative, or anyone using the covered auto, or while attempting to elude law enforcement. This includes, but is not limited to, loss that results from, or that occurs in the course of, leaving the scene of a crime. For purposes of this exclusion, “crime” does not include a traffic violation.

N. To a covered auto that is due and confined to:
   1. wear and tear;
   2. freezing;
   3. mechanical or electrical breakdown or failure; or
   4. road damage to tires.

   This exclusion does not apply if the damage results from the theft of the covered auto.

O. Due to theft or conversion of a covered auto:
   1. by you, a relative, or any resident of your household;
   2. prior to its delivery to you or a relative; or
   3. while in the care, custody, or control of anyone engaged in the business of selling vehicles.

P. To equipment, devices, accessories, and any other personal effects that are not permanently installed by the original manufacturer in, or attached by brackets or bolts to, a covered auto. This includes, but is not limited to:
   1. tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
   2. any case or other container designed for storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
   3. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions;
   4. mobile phones, navigation devices, computers, DVD players, Internet devices, iPods, MP3 players, satellite radio or receiver devices, entertainment systems, or wireless audio devices;
   5. CB radios, telephones, two-way mobile radios, or televisions;
   6. all other video, audio, computing, navigation and communication devices and accessories; and
   7. any non-original equipment manufacturer custom furnishings or equipment in or upon any covered auto. These include, but are not limited to:
      a. special carpeting and insulation, furniture, bars or television receivers;
      b. facilities for cooking and sleeping;
      c. height extending roofs; or
      d. custom murals, paintings, or other decals or graphics.
      e. custom rims.

Q. To a covered auto for diminution of value, or any actual or perceived loss in market or resale value, that results from a loss.

R. To a covered auto caused directly or indirectly by mold, mildew or fungus, including any type or form of:
   1. decomposing or disintegrating organic material or micro-organism;
   2. organic surface growth on moist, damp, or decaying matter;
   3. yeast or spore-bearing plant-like organism; or
   4. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

S. To a covered auto caused directly or indirectly by:
1. war (declared and undeclared, and civil war);
2. warlike action by any military force, 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;
3. insurrection, civil commotion, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts; or
4. any discharge, dispersal, or release of radioactive, nuclear, pathogenic, flammable, or hazardous material or from the transportation of such materials.

T. That occurs to a covered auto while being used as a primary residence.

U. That is, or results from, the theft of a covered auto if it is determined that, at the time of the theft, the keys were left in the ignition of the covered auto or that the wiring or operation of the covered auto was not altered or changed to allow the operation of the covered auto without keys. This does not apply if the loss occurred due to car-jacking or due to other forcible means used to overtake the operation of the covered auto.

V. That occurs while a covered auto is being operated or used by a person who is intoxicated or under the influence of any narcotics including prescribed narcotics.

W. Arising out of the use of any vehicle by a person who has not been disclosed to us, and:
   1. does not have a driver’s license; or
   2. has a driver’s license that has been revoked or is under suspension; or
   3. has a restricted driver’s license and is using the vehicle outside of the scope of that restriction.

X. That occurs while a covered auto is being operated or used by a relative, or any other person residing in your household, who has not been disclosed to us.

Y. For any loss that you do not report to us within 30 days of the date of loss.

We shall not pay for breakage of glass if other insurance is afforded for such breakage. We have no duty under this Part D to pay for or replace any insignia, stickers, decals, logos, trademarks, or decorative markings on windshields or other glass that is replaced as a result of a covered loss.

If the covered auto is disabled as a result of an accident, you must arrange necessary towing services through a towing service authorized by us. We shall not pay for unreasonable or excessive towing charges assessed by an unauthorized towing service.

LIMIT OF LIABILITY

A. Our Limit of Liability for loss covered under Collision Coverage or Comprehensive Coverage is lesser of the:
   1. actual cash value of the stolen or damaged covered auto at the time of the loss, reduced by the applicable deductible shown on the declarations page, and by its salvage value if we allow you or the owner to retain the salvage;
   2. amount necessary to replace the stolen or damaged covered auto, reduced by the applicable deductible shown on the declarations page and by its salvage value if we allow you or the owner to retain the salvage; or
   3. amount necessary to repair the covered auto to its pre-loss condition, reduced by the applicable deductible shown on the declarations page.

B. Payments for loss covered under Collision Coverage or Comprehensive Coverage are subject to the following provisions:
   1. Our payment shall not include the amount of the applicable deductible shown on the declarations page.
   2. If loss occurs to more than one covered auto in the same accident, a separate deductible shall apply to each covered auto.
   3. If loss to a covered auto is the result of more than one accident or loss, a separate deductible shall apply to each accident or loss.
4. Any deductible that applies to a loss payee or lienholder shall not reduce any deductible that applies to you.

5. A deduction for depreciation, betterment, wear and tear, or prior damage, will be made in determining our Limit of Liability for a loss. Except as otherwise expressly stated in this paragraph, you are responsible to pay for any betterment.

6. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by us:
   a. 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
   b. will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
      i. original manufacturer parts or equipment; or
      ii. non-original manufacturer parts or equipment.

7. The actual cash value is determined by the market value, age, and condition of the covered auto at the time the loss occurs as reasonably determined by us using data that we reasonably determine to be reliable.

8. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.

9. Any amount paid or payable for a loss under this Part D shall reduce, or be reduced by, any amount paid or payable for that loss under Part A or Part C of this policy.

NO BENEFIT TO BAILEE

Coverage under this Part D shall not directly or indirectly benefit any party handling, caring for, or acting as custodian or bailee of property for a fee or other compensation.

PAYMENT OF LOSS

For any loss covered under this Part D, we shall, at our option:

A. pay for the loss in money; or
B. repair or replace the damaged or stolen property.

We may make payment for a loss to you, the owner, or the loss payee or lienholder of the covered auto as we see fit and as the interest of each appears to us. We may make payment for a partial loss covered under this Part D directly to the repair facility with your consent.

At our expense, we may return any recovered stolen property to you or to the address shown on the declarations page, with payment for any damage resulting from the theft.

We may keep all or part of the property at the agreed or appraised value. If we allow you or the owner to keep salvage, we will reduce the amount to be paid by us for the loss by the value of the salvage. We have no duty to preserve salvage. There can be no abandonment to us of any covered auto or salvage.

TRANSFER OF TITLE

If we make a payment due to theft of an auto under this Part D and we make a demand for title from the owner of that auto, the owner of that auto shall transfer that title to us.
LIENHOLDER - LOSS PAYEE AGREEMENT

A. We have no duty to make any payment to a loss payee or lienholder unless the loss is payable to you and all policy terms and conditions have been met.
B. If payment is made to a loss payee or lienholder, payment may be made to you and the loss payee or lienholder, jointly or separately, at our discretion.
C. Where fraud, misrepresentation, material omission, intentional damage, conversion, secretion and/or embezzlement of an auto has been committed by or at the direction of you or a relative, or where the loss is otherwise not covered under the terms of this policy, the loss payee’s or lienholder’s interest will not be protected.
D. If this policy is cancelled, nonrenewed, or otherwise terminated, we will give notice to a loss payee or lienholder when required by law. Any such notice may be delivered electronically.
E. We shall be subrogated to the loss payee’s or lienholder’s rights of recovery to the extent of our payment to the loss payee or lienholder.

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 under this Part D bears to the total of all applicable limits of liability.

APPRAISAL

If we cannot agree with you on the amount of a loss, then either we or you may demand an appraisal of the loss. If this demand is made, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of 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 15 days, either 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 the umpire’s expenses of the appraisal will be shared equally between you and us. Each party will pay any other expenses it incurs, including any costs incurred for legal counsel, witnesses, or experts. Neither party waives any rights under this policy by agreeing to an appraisal.

GENERAL PROVISIONS

POLICY PERIOD

This policy applies only to accidents and losses that occur during the policy period shown on the declarations page.

POLICY TERRITORY

This policy applies only to accidents and losses that occur within any state, territory, or possession of the United States of America, or within any province or territory of Canada.

POLICY CHANGES

A. This policy, your insurance application (which is made a part of this policy), the declarations page, as amended, and endorsements to this policy issued by us contain all the agreements between you and
us. Subject to the following, the policy terms may not be changed or waived except by endorsement issued by us.

B. The premium for each auto is based upon 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 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. To properly insure your auto, you must promptly notify us when:

1. you change your address;
2. any resident operators or regular operators are added or deleted;
3. you acquire an additional or replacement auto;
4. you or a relative get married or divorced; or
5. you or a relative obtain a driver's license or have a driver's license suspended or revoked.

If a claim is made under the collision or comprehensive coverages of this policy, we may at our option deduct the premium adjustment from any settlement amount under these coverages.

C. Changes that may result in a premium adjustment are contained in our rates and rules. These include, but are not limited to, you or a relative obtaining a driver's license or operator's permit, or changes in:

1. the number, type, or use classification of covered autos;
2. operators using covered autos;
3. an operator's marital status;
4. the place of principal garaging of any covered auto;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

CONFORMITY WITH STATE LAW

A. Any provision of this policy that conflicts with a statute of the state shown in our records as your state of residence at the time you applied for this insurance shall be changed to conform to such law, and all remaining provisions shall remain unchanged.

B. Any disputes as to the coverages provided under, or the provisions of, this policy shall be governed by the law of the state shown in our records as your state of residence at the time you applied for this insurance.

TRANSFER

A. This policy may not be transferred or assigned to another person without our written consent.

B. If a named insured shown on the declarations page dies, this policy will provide coverage, subject to all of the duties, limitations and other terms of this policy, until the end of the policy period for:

1. any surviving spouse if a resident in the same household as the named insured at the time of death; and
2. the legal representative of the deceased named insured, but only with respect to the representative's legal duty to maintain or use the covered auto.

FRAUD OR MISREPRESENTATION

A. To determine your eligibility for coverage under this policy and to determine your premium, we relied upon the statements and representations you provided to us.

B. We may void this policy for material misrepresentation or fraud in the application and/or endorsements, if:

1. you, your representative, or anyone acting on your behalf, made false or incorrect statements, or concealed or omitted facts in connection with the application or any request for a change for this policy; and
2. the misrepresentation, false statement, or omission was stated in the policy or endorsement or rider attached thereto or in the written application for the policy, endorsement, or rider.

C. No such misrepresentation or false statement shall void this policy unless it was made with actual intent to deceive or materially affects either our acceptance of the risk or the hazard assumed by us.

D. We have the right to void this policy from its inception, and may do so, if there is any failure to pay the initial premium down payment or any portion of that down payment.

E. If we void this contract:
   1. there is no coverage for any accident or loss;
   2. any partial premium payment we have received from you will be returned; and
   3. you must repay us for any amounts we paid to, or on behalf of, any person insured under any part of this policy.

F. If you, your assignee, or your representative disputes our right to rescind, and we prevail in such dispute, you must reimburse us for all of our lawyer fees, costs, and expenses.

G. Notwithstanding any other provisions of this policy, this policy shall provide no coverage or benefit to any person who makes a fraudulent statement or omission or engages in fraudulent conduct with respect to any accident or loss for which coverage or a benefit is sought under this policy or any renewal of this policy.

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 that would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

CANCELLATION

A. You may cancel this policy by returning it to us or by giving us written notice of the future effective date of cancellation.

B. We may cancel this policy by mailing notice of cancellation to the named insured shown on the declarations page at his or her last known address appearing in our records. Notification shall also be sent to the named insured's broker, if known, or the agent of record, if known, and to the mortgagee or lienholder listed on the policy. Notice to any broker, agent of record, mortgagee, or lienholder may be given electronically if such party opts to accept electronic notification.

C. We will mail or deliver a notice of cancellation to the named insured at least:
   1. 10 days before the effective date of cancellation if due to nonpayment of premium, other than the initial premium; or
   2. 20 days before the effective date of cancellation if this policy is to be cancelled for any other reason.

D. The effective date and time of cancellation stated in a notice is the end of the policy period.

E. During the first 59 days of the first policy period, we may cancel the policy for any lawful reason.

F. Once this policy has been in effect for 60 days, or if this is a renewal policy, we may cancel only for one or more of the following reasons:
   1. The failure of the named insured to discharge when due any of his or her obligations in connection with the payment of premiums on this policy, other than the initial premium, or any installment of such premium, whether the premium is payable directly to us or to our agent or indirectly under any premium finance plan or extension of credit.
   2. The driver's license or motor vehicle registration of the named insured, or of any other operator who resides in the same household or customarily operates a covered auto has been denied or
has been under suspension or revocation during the policy period, or the existence of one or more grounds for such denial, suspension, or revocation has become known.

3. The named insured or any other operator who either resides in the same household or who customarily operates a covered auto:
   a. is under treatment for epilepsy or heart disease and does not produce a certificate from a physician testifying to his or her unqualified ability to operate a motor vehicle safely, or
   b. uses drugs or alcoholic beverages to excess.

4. Fraud, willful misrepresentation, or concealment on the part of any insured in respect to any material fact or circumstance related to the issuance or continuance of this policy or relating to a loss.

5. The violation of any terms or conditions of this policy.

6. The place of residence of the insured or the state of registration or license of a covered auto is changed to a state or country in which we are not licensed.

7. Any other reason permitted by law.

G. With respect any cancellation of this policy, this policy is not severable or divisible. Any cancellation, whether by you or us, shall be effective for all persons and all vehicles no matter the reason for the cancellation.

H. The renewal of this policy does not constitute a waiver or estoppel with respect to grounds for cancellation which existed before the effective date of such renewal.

I. Nothing in this “Cancellation” provision shall waive our rights to void this policy to the extent allowed by law.

CANCELLATION REFUND

A. Upon cancellation, you may be entitled to a premium refund. Our making or offering of a refund is not, however, a condition of cancellation.

B. If this policy is canceled, any refund due will be computed on a daily pro rata basis, subject to any fully-earned fees.

NONRENEWAL

A. If we decide not to renew or continue this policy, we will mail a notice of nonrenewal to the named insured shown on the declarations page at his or her last known address appearing in our records. Notification shall also be sent to the named insured’s broker, if known, or the agent of record, if known, and to the mortgagee or lienholder listed on the policy. Notice to any broker, agent of record, mortgagee, or lienholder may be given electronically if such party opts to accept electronic notification.

B. Except as otherwise provided in this Nonrenewal provision, notice will be mailed to the named insured at least 20 days before the end of the policy period. This does not apply if we have manifested our willingness to renew or in the case of nonpayment of premium.

C. A notice of nonrenewal is not required if:
   1. you are transferred to one of our affiliate companies for future coverage; and
   2. the transfer results in the same or broader coverage.

D. Nothing in this “Nonrenewal” provision shall waive our rights to void this policy to the extent allowed by law.

PROOF OF NOTICE

Proof of mailing any cancellation notice, or nonrenewal notice, to the named insured at the address shown on the declarations page shall be sufficient proof of notice.
AUTOMATIC TERMINATION

A. Coverage for a covered auto shall terminate automatically when a person other than you becomes the owner of the auto.
B. Coverage for a covered auto shall terminate automatically on the effective date of any other motor vehicle insurance policy covering that auto.
C. If we offer to renew your policy, and you do not accept the offer by making payment when due, this policy will terminate automatically at the end of the policy period.

LEGAL ACTION AGAINST US

A. We may not be sued unless and until there has been full compliance with all terms of this policy.
B. In any lawsuit against any person or party insured under this policy, we shall not be bound by any:
   1. stipulated judgment;
   2. confessed judgment;
   3. default judgment or adverse entry due to failure to appear, respond, or plead; or
   4. motion granted due to any failure to appear, respond or plead;
      unless we have consented in writing to the entry of that judgment, default, or granting of that motion.
C. No legal action may be filed against us by anyone insured under this policy until we receive proof of loss and the claim representative assigned to the claim has received 30 days written notice, by certified U.S. mail, return receipt requested, of the intent to file suit and the details of the nature of the dispute.
D. With respect to Part A of this policy, except to the extent required by law, no one other than an Insured under Part A of this policy shall have any interest in this policy prior to the entry of a verdict against the Insured. No one shall have any right to make us a party to a lawsuit to determine the liability of an Insured under Part A. No legal action may be brought against us for payment under Part A until:
   1. we agree in writing that the Insured under Part A has an obligation to pay damages; or
   2. the amount of the damages due under Part A has been decided by final judgment after trial.
E. As to Part C of this policy, any lawsuit against us by a person seeking coverage under Part C must be brought within two years after the date of the accident.
F. As to Part D of this policy, no one may sue us due to a dispute over the amount of loss payable until after having complied with the Appraisal clause under Part D.
G. We have no duty to preserve or retain salvage of any sort for any purpose including, but not limited to, as evidence for any type of court or other proceeding.
H. We have no duty to file any appeal. We reserve the right, however, to file an appeal, at our expense, if any part of a judgment could fall within the scope of coverage provided under this policy. We must be given timely notice of any judgment to which this may apply. We will not be liable for more than the applicable limit of liability under this policy, plus the reasonable lawyer fees and expenses incurred with our consent, as a result of any appeal we file.

OUR RECOVERY RIGHTS

A. In the event of any payment under this policy, any person to whom payment was made to, or made on behalf of, must cooperate with us. Such person must take all actions necessary to protect our rights to recover and avoid doing anything to prejudice or harm such rights.
B. If we make a payment under this policy, we shall be subrogated to all rights of recovery that the person or party to whom, or for whom, payment was made, may have against another person or party.
C. If any person to whom, or for whom, a payment is made under this policy recovers from a liable person or party, or their insurer, such person must hold the proceeds of that recovery in trust for us and reimburse us to the extent of our payment.
D. If we seek to recover from a liable party, you authorize us to seek recovery of any deductible that may apply, unless the deductible has been otherwise recovered by you. We will notify you if we are unable
We reserve the right to compromise or settle any deductible and property damage claims against the responsible parties for less than the full amount. For those sums, you agree to be bound by a settlement agreement entered into by us and the liable party or the outcome of any arbitration or appraisal. If the total recovery is less than the total of our payment and the deductible, we will reduce reimbursement to you based on the proportion that the actual recovery bears to the total of our payment and the deductible. Any reimbursement to you by us will be reduced by a proportionate share of expenses incurred due to the recovery including, but not limited to, attorney's fees, collection fees, and adjuster fees.

E. If we make a payment to, or on behalf of, anyone insured under this policy which is not covered by this policy, but which is compelled by law, you must reimburse us to the full extent of that payment. You must also reimburse us for our claims adjustment expense.

BANKRUPTCY OR INSOLVENCY OF INSURED

The bankruptcy or insolvency of the person or persons insured under this policy does not release us from the payment of damages for injury sustained or loss occurring during the term of this policy. If execution against a person or persons insured under this policy is returned unsatisfied in an action brought by an injured person, or his or her personal representative in the case of death, because of the bankruptcy or insolvency of such person or persons insured, then an action may be maintained against us under the terms of this policy for the amount of the judgment. In no case, however, shall we be liable for more than the applicable limit of liability under this policy.

NOTICE TO AN AUTHORIZED AGENT

Notice given by, or on behalf of, a person insured under this policy to any of our authorized agents in Indiana shall be deemed notice to us.

NAMED DRIVER EXCLUSION

If you have asked us to exclude any named person from coverage under this policy, then we will not provide coverage under this policy for any claim arising from an accident or loss involving a motorized vehicle being operated by that excluded person. This exclusion does not apply, however, to a claim against you under Part A – Liability Coverage of this policy for your liability arising out of the use, with your expressed or implied permission, of a covered auto that is owned by you.

NON-OWNER COVERAGE

If you have elected Non-Owner Coverage, this policy applies only to the permissive use by the named insured of an auto that is:

A. not owned by, or registered to, you, a relative, or any person who resides in your household; and
B. not furnished or made available for the regular use of you, any relative, or any resident of your household.

For purposes of this Non-Owner Coverage, the term "named insured" means the person shown as the named insured on the declarations page.

The following policy changes shall also apply:
A. The general policy definitions of you and your are revised to mean only the named insured.
B. No party or person other than the named insured is insured under this policy.
C. The definition of Insured is revised in all parts of the policy to mean and only cover the named insured. No party or person other than the named insured has any insurance under this policy.
D. No coverage applies under this policy for use of any vehicle other than the use of an auto that is not:
   1. owned by, or registered to, you, a relative, or any person who resides in your household;
   2. furnished or made available for the regular use of you, a relative, or any person who resides in your household; or
   3. used for business purposes.
E. No coverage applies under the policy for anyone other than the named insured.
F. The “Other Insurance” clause in each part of this policy is deleted and provides in its place that any insurance we provide shall be excess over any other applicable insurance, self-insurance, or bond providing the same or similar insurance or benefits.
G. No coverage applies under Part D of this policy.

In Witness Whereof, the company has caused this policy to be signed by its authorized representatives, but this policy shall not be valid unless completed by the attachment hereto of a declarations page.

President

[Signature]

Secretary

[Signature]