

# **CLASSIC AUTOMOBILE POLICY**

Essentia Insurance Company  
Jefferson City, MO

# CLASSIC AUTOMOBILE POLICY

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## CLASSIC AUTOMOBILE POLICY

### AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected for covered losses which occur while this policy is in force. All of this information is shown in the Declarations which is part of this policy.

### DEFINITIONS

Throughout this policy, the words "you" and "your" refer to:

- A. The Named Insured shown in the Declarations; and
- B. Your spouse, if a resident of the same household. Spouse includes any person joined with the Named Insured under a civil union, domestic partnership, or registered domestic partnership that is recognized by and valid under the law of the state into which such union was entered.

The words "we", "us", and "our" refer to the company shown in the Declarations which is providing this insurance.

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

- A. "Authorized third party broker" means any individual or "business" with which you have made an agreement to facilitate the sale of "your covered auto". This does not include any individual employee or owner of any "business" who is related to you by blood, adoption, marriage, civil union, or domestic partnership, or is a member of your household.
- B. "Bodily injury" means bodily harm to a person and any resulting sickness, disease, or death.
- C. "Business" includes trade, profession, or occupation.
- D. "Camper trailer" means a non-motorized vehicle designed to be towed, featuring living accommodations that may include cooking, heating/cooling, bathroom, plumbing, and sleeping arrangements. A "camper trailer" includes fifth-wheel trailers, but does not include self-propelled vehicles, truck-mounted camper bodies, semi-trailers, or trailers used for any commercial purpose or as a vehicle conveyance.
- E. "Collision" means the upset or impact of "your covered auto" with another object.
- F. "Constructive total loss" means a loss where the cost to repair damage to "your covered auto" will exceed the "Guaranteed Value<sup>®</sup>" of the vehicle when fully repaired.
- G. "Equipment" means tools stored in "your covered auto" and used for the emergency maintenance of "your covered auto".
- H. "Family member" means a person related to you by blood, marriage, or adoption who is a resident of your household. This includes a ward or foster child.
- I. "Guaranteed Value<sup>®</sup>" means the amount shown in the Declarations for the applicable scheduled vehicle, which is agreed to be the value of "your covered auto" inclusive of any applicable taxes and fees, in the event of a total loss or "constructive total loss".
- J. "Occupying" means in; upon; or getting in, on, out, or off.
- K. "Other than collision" includes loss to "your covered auto" caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot, civil commotion; contact with bird or animal; or breakage of glass. If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".
- L. "Paddock" means the area at the race course where racing vehicles are parked. It does not include any pit area, the track/course, or its entrance or exit lanes.
- M. "Property damage" means physical injury to, destruction of, or loss of use of, tangible property.
- N. "Regular use vehicle" means a motor vehicle used for regular driving to work, school, shopping, errands, or for general transportation.
- O. "Spare parts" means a replacement for an item normally a part of "your covered auto" which is not currently

in place on “your covered auto”.

P. “Vehicle trailer” means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup, panel truck, or van;

that is used only for the transportation of “your covered auto”.

Q. “Your covered auto” means:

1. Any vehicle shown in the Declarations.
2. Any vehicle on the date you became the owner during the policy period, whether as a new vehicle or replacement of a vehicle shown in the Declarations, provided that:
  - a. It is not a “regular use vehicle”;
  - b. It is in stock condition, meaning it has not been structurally or mechanically modified from the original manufactured design;
  - c. You ask us to insure it within 30 days after you become the owner; and
  - d. We insure all of your vehicles that are not “regular use vehicles”.

Under **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**, the limit provided on this vehicle will be the lesser of the following:

- a. The purchase price;
- b. The verifiable value; or
- c. \$50,000.

However, “your covered auto” does not include “your camper trailer”.

R. “Your camper trailer” means the “camper trailer” shown in the Declarations. It does not include any non-owned or temporary substitute “camper trailer”.

## PART A – LIABILITY COVERAGE

### INSURING AGREEMENT

- A. We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident involving “your covered auto”. Damages include prejudgment interest awarded against the “insured”. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when the amount we pay for damages resulting from the occurrence equals the limit of liability shown in the Declarations. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.
- B. “Insured”, as used in **PART A**, means:
1. You or a “family member” for the ownership, maintenance, or use of “your covered auto”.
  2. Any person using “your covered auto”.
  3. For “your covered auto”, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under **PART A**.

### SUPPLEMENTARY PAYMENTS

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

- A. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in “bodily injury” or “property damage” covered under this policy. But we are under no obligation to furnish these bonds.
- B. Premiums on appeal bonds and bonds to release attachments in any suit we defend. But we are under no obligation to furnish these bonds.

- C. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
- D. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- E. Other reasonable expenses incurred at our request.

## EXCLUSIONS

We do not provide **Bodily Injury Liability** or **Property Damage Liability** for any “insured”:

- A. Who intentionally causes “bodily injury” or “property damage”.
- B. For “bodily injury” or “property damage” sustained by any “insured”.
- C. For “property damage” to property owned or being transported by that “insured”.
- D. For “property damage” to property:
  - 1. Rented to;
  - 2. Used by; or
  - 3. In the care of;
 that “insured”.

This exclusion does not apply to “property damage” to a residence or private garage.

- E. For “bodily injury” to an employee of that “insured” during the course of employment. This exclusion does not apply to “bodily injury” to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.
- F. For that “insured’s” liability arising out of the ownership or operation of “your covered auto” while it is being used to carry persons or property for a fee.
- G. Maintaining or using “your covered auto” while that “insured” is employed or otherwise engaged in any “business” (other than farming or ranching), including but not limited to the selling, repairing, servicing, storing, parking, road testing, or delivery of any vehicle.
- H. Using “your covered auto” without a reasonable belief that that “insured” is entitled to do so.
- I. For “bodily injury” or “property damage” for which that “insured”:
  - 1. Is an insured under a nuclear energy liability policy; or
  - 2. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- J. Who is involved in any prearranged, organized, or spontaneous race, or who is involved in:
  - 1. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
  - 2. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.
- K. Using “your covered auto” at a:
  - 1. Racing facility; or
  - 2. Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of “your covered auto” at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions J.1. and K. do not apply while “your covered auto” is:

- 1. In a race facility’s “paddock” area or a specified show display area;
- 2. Being trailered from one location to another;

3. Used by you to attend a racing event as a spectator;
  4. Being operated for purposes of display in any pre- or post-race parade laps; or
  5. Involved in an organized event on public roads while operated within legal speed.
- L. Using “your covered auto” to prepare, practice, qualify for, or participate in, any of the following activities, regardless of where they take place:
1. Forced hydraulic bouncing competitions or exhibitions;
  2. Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
  3. Stereo thumping competitions or exhibitions; or
  4. Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, this exclusion does not apply while “your covered auto” is:

1. In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this exclusion;
  2. Being trailered from one location to another; or
  3. Used by you to attend an event as a spectator.
- M. For “bodily injury” or “property damage” the “insured” assumed under any contract or agreement.

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all covered damages resulting from any one auto accident. The limit shown for each person is the limit of liability for all claims by all persons for damages from “bodily injury” to any one person. Subject to this limit for each person, the limit for each accident is the limit for all claims for damages resulting from any one auto accident.

However, if a combined “bodily injury” and “property damage” single each accident limit is shown as the limit of liability in the Declarations, that amount shown is the most we will pay for the total of all covered damages resulting from any one accident. We will comply with any law requiring us to provide any separate limits, but this does not increase the total limit of liability that applies to each accident.

- B. There will be no adding, stacking, or combining of limits for any one covered accident no matter the number of:
1. “Insureds”;
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the auto accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. **PART B** or **PART C** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which “your covered auto” is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for “bodily injury” or “property damage” higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide the required minimum amounts and types of coverage in that state or province.
- B. No one will be entitled to duplicate payments for the same elements of loss.

## FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

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## PART B – MEDICAL PAYMENTS COVERAGE

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### INSURING AGREEMENT

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of “bodily injury”:

1. Caused by an accident involving “your covered auto”; and
2. Sustained by an “insured”.

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

B. “Insured”, as used in **PART B**, means any person “occupying” “your covered auto”.

### EXCLUSIONS

We do not provide **Medical Payments Coverage** for any “insured” for “bodily injury”:

- A. Sustained while “occupying” “your covered auto” when it is being used to carry persons or property for a fee.
- B. Sustained while “occupying” “your covered auto” as a residence or premises.
- C. Occurring during the course of employment if workers’ compensation benefits are required or available for the “bodily injury”.
- D. Sustained while “occupying”, or when struck by, any vehicle other than “your covered auto”.
- E. Sustained while “occupying” “your covered auto” without a reasonable belief that that “insured” is entitled to do so.
- F. Sustained while “occupying” “your covered auto” when it is being used in the “business” of an “insured”.
- G. Caused by or as a consequence of:
  1. Discharge of a nuclear weapon, even if accidental;
  2. Declared or undeclared war;
  3. Civil war;
  4. Insurrection; or
  5. Rebellion or revolution.
- H. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  1. Nuclear reaction;
  2. Radiation; or
  3. Radioactive contamination.
- I. Sustained while “occupying” “your covered auto” when it is involved in any prearranged, organized, or spontaneous race, or involved in:
  1. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
  2. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.
- J. Sustained while “occupying” “your covered auto” when it is being used at a:
  1. Racing facility; or

2. Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions I.1. and J. do not apply while "your covered auto" is:

1. In a race facility's "paddock" area or a specified show display area;
  2. Being trailered from one location to another;
  3. Used by you to attend a racing event as a spectator;
  4. Being operated for purposes of display in any pre- or post-race parade laps; or
  5. Involved in an organized event on public roads while operated within legal speed.
- K. Sustained while "occupying" "your covered auto" when it is being used to prepare, practice, qualify for, or participate in, any of the following activities, regardless of where they take place:
1. Forced hydraulic bouncing competitions or exhibitions;
  2. Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
  3. Stereo thumping competitions or exhibitions; or
  4. Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, this exclusion does not apply while "your covered auto" is:

1. In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this exclusion;
2. Being trailered from one location to another; or
3. Used by you to attend an event as a spectator.

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Declarations for **Medical Payments Coverage** is our maximum limit of liability for each person injured in any one accident to which this policy applies. This is the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. **PART A** or **PART C** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.

#### **AUTO SHOW MEDICAL REIMBURSEMENT**

- A. We will pay up to \$5,000 for each person, limited to a maximum policy period limit of \$10,000, to you and/or a "family member" for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury" sustained due to any one non-automobile related accident while attending an automobile show, auction, or similar automobile-related event. This is the most we will pay regardless of the number of:
1. Persons insured; or
  2. Claims made.
- B. We will pay only those expenses incurred for services rendered within 1 year from the date of the accident.



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## PART C

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Please refer to the state-specific **PART C** Endorsement attached for all **PART C** coverages associated with your policy.

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## PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

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### INSURING AGREEMENT

We will pay for direct and accidental loss to “your covered auto”, including its “equipment”, less any applicable deductible shown in the Declarations, when such loss is caused by:

- A. “Other than collision” only if the Declarations shows that **Other Than Collision Coverage** is provided for that auto.
- B. “Collision” only if the Declarations shows that **Collision Coverage** is provided for that auto.

### CAR COVERS

We will pay up to \$250 for direct and accidental loss or damage to a car cover or car bra used for “your covered auto”. This coverage does not increase the limit of liability for “your covered auto” shown in the Declarations.

### EVACUATION EXPENSE

- A. We will reimburse you for expenses incurred to move “your covered auto” from a location to preserve it from loss or damage due to a covered peril. This includes temporary storage expenses for up to 180 days. Evidence of incurred expenses, such as receipts, must be presented to us in order for payment to be made.
- B. The most we will pay per incident is limited to \$1,500 per item. The most we will pay under this coverage during any policy period is \$10,000.

### GLASS DEDUCTIBLE WAIVER

We will not apply a deductible when windshield or window glass is repaired if it is damaged as a result of a covered loss if the Declarations shows that “Other Than Collision” or “Collision” is provided for “your covered auto”. If the damage to windshield or window glass occurs at the same time as damage to other parts of “your covered auto”, the deductible applicable to the other damage to “your covered auto” may still apply.

### LIMITED VEHICLE FRAUD COVERAGE

- A. We will pay for loss to “your covered auto” caused by:
  - 1. Theft of monies resulting from the sale of “your covered auto” by an “authorized third party broker”; or
  - 2. The confiscation of your vehicle by a public authority as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others, or the confiscation of your vehicle by a public authority if the title of “your covered auto” is shown to be fraudulent and you did not know it was fraudulent, but only if the confiscation results in your complete loss of ownership of the vehicle.
- B. The most we will pay for this coverage during any policy period is \$1,500 or the amount for **Limited Vehicle Fraud Coverage** shown in the Declarations, whichever is greater. This coverage does not increase the limit of liability for “your covered auto” shown in the Declarations.

However, we do not cover:

- A. Loss arising out of or in connection with a “business” owned by you or a “family member”;
- B. Losses resulting from any fraudulent, dishonest, or criminal act by you or a “family member”;
- C. Losses resulting from any person aiding or abetting you or a “family member”, whether acting alone or in collusion with others; or
- D. Monies which, for any reason, a bank or any other drawee fails to pay.

### SPARE PARTS

We will pay up to \$750, or the amount(s) shown in the Declarations for **Spare Parts**, for direct and accidental loss or damage to “spare parts” for “your covered auto”.

This coverage does not:

- A. Increase the limit of liability for “your covered auto” shown in the Declarations.
- B. Include parts held for sale by you or property of others in your care, custody, or control.

## EXCLUSIONS

We will not pay for:

- A. Loss or damage caused by hidden or inherent defect; dampness, mildew, mold, rot, or rust; temperature extremes; mechanical or electrical breakdown or failure; wear and tear; gradual deterioration; or loss of use.
- B. Loss or damage caused by any repairing, renovating, or refinishing process unless the process results in a fire or explosion. We will pay only for damage caused by the fire or explosion.
- C. Road damage to tires unless caused by “other than collision” covered by this policy.
- D. Loss due to or as a consequence of declared or undeclared war, civil war, insurrection, rebellion, revolution, government confiscation, or repossession.
- E. Loss due to nuclear reaction, nuclear radiation, or radioactive contamination. We will pay for direct loss by fire resulting from any of these.
- F. Loss to “spare parts” caused by theft unless the loss results from forcible entry into the place where your “spare parts” are normally kept; into “your covered auto” itself; or into a securely locked compartment. All losses caused by theft must have visible marks of forcible entry.
- G. Loss or damage intentionally caused or directed by you or a “family member”.
- H. Loss caused by or resulting from “your covered auto” being involved in any prearranged, organized, or spontaneous race, or involved in:
  - 1. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
  - 2. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.
- I. Loss caused by or resulting from “your covered auto” being used at a:
  - 1. Racing facility; or
  - 2. Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of “your covered auto” at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions H.1. and I. do not apply while “your covered auto” is:

- 1. In a race facility’s “paddock” area or a specified show display area;
- 2. Being trailered from one location to another;
- 3. Used by you to attend a racing event as a spectator;
- 4. Being operated for purposes of display in any pre- or post-race parade laps; or
- 5. Involved in an organized event on public roads while operated within legal speed.
- J. Loss caused by or resulting from “your covered auto” being used to prepare, practice, qualify for, or participate in, any of the following activities, regardless of where they take place:
  - 1. Forced hydraulic bouncing competitions or exhibitions;
  - 2. Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
  - 3. Stereo thumping competitions or exhibitions; or
  - 4. Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, this exclusion does not apply while “your covered auto” is:

1. In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this exclusion;
2. Being trailered from one location to another; or
3. Used by you to attend an event as a spectator.

### **LIMIT OF LIABILITY**

- A. In the event of a total loss or “constructive total loss”, we will pay the “Guaranteed Value®” shown in the Declarations for the applicable scheduled vehicle.
- B. For all other loss or damage to “your covered auto”, we will pay the amount necessary to repair or replace the property, whichever is less, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the “Guaranteed Value®” for the applicable vehicle shown in the Declarations. We will not pay for any unrepaired damage for which we have previously made payment under this policy.

### **LOSS TO A PAIR, SET, OR PARTS**

In case of a loss to a pair or set, we will repair or replace any part to restore the pair or set to its value before the loss.

In case of loss or damage to any part of an insured item consisting of several parts, we are liable only for the value of the lost or damaged part.

### **NO BENEFIT TO BAILEE**

No person or organization having custody of the property who is paid or to be paid for services shall benefit from this coverage.

### **APPRAISAL**

- A. If we and you do not agree on the amount of loss, either party may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will set the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three will be binding.
- B. Each party will:
  1. Pay its chosen appraiser; and
  2. Bear the expenses of the appraisal and umpire equally.
- C. We do not waive any of our rights under this policy by agreeing to an appraisal.

### **VEHICLE TRAILER**

- A. The most we will pay for direct and accidental loss to your “vehicle trailer” is the “Guaranteed Value®” shown in the Declarations for your “vehicle trailer”, which is agreed to be the value of your “vehicle trailer” inclusive of any applicable taxes and fees, in case of a total loss or “constructive total loss”.
- B. For all other loss or damage to your “vehicle trailer”, we will pay the amount necessary to repair or replace the property, whichever is less, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the “Guaranteed Value®” for the applicable “vehicle trailer” shown in the Declarations. We will not pay for any unrepaired damage for which we have previously made payment under this policy.

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## **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

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We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified as soon as reasonably possible of how, when, and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must comply with the following:
  1. Do not admit fault or assume any obligation to other persons.

2. Do not offer or pay any rewards, make willing payments, or incur other expenses except at your own expense.
  3. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
  4. Cooperate with us in the investigation, settlement, or defense of any loss.
  5. As soon as reasonably possible, send us copies of any notices or legal papers received in connection with the accident or loss.
  6. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
    - a. Examinations to be video and/or audio recorded.
    - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
    - c. We have the right to examine under oath and receive statements from any person named by us to help us to obtain relevant information, even if that person is not making a claim under this policy.
  7. Authorize us to obtain and retain:
    - a. Medical reports; and
    - b. Other pertinent records.
  8. Submit written proof of loss when required by us.
- C. Our rights under B. above shall not be impaired by any:
1. Authorization related to any claim submitted under this policy; or
  2. Act or omission of any person seeking coverage or a legal representative acting on that person's behalf.
- D. A person seeking **Coverage for Damage to Your Covered Auto** must also:
1. Take reasonable steps after loss to protect your covered property from further loss. We will pay reasonable expenses incurred to do this.
  2. Notify the police as soon as reasonably possible if "your covered auto" or "your camper trailer" is stolen, and file a report with the proper authorities as soon as practicable.
  3. Permit us to inspect and appraise the damaged property before its repair or disposal.
  4. Produce, if requested, the remains of the insured property.
- E. A person seeking **Limited Vehicle Fraud Coverage** must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a covered loss under this coverage. Failure to cause such warrant to be issued as required by this provision shall not invalidate any claim made by you, if you can show you made reasonable efforts to do so.

## PART F – GENERAL PROVISIONS

### ABANDONMENT

There can be no abandonment of "your covered auto" and/or any other covered property to us.

### BANKRUPTCY

Your bankruptcy or insolvency shall not relieve us of any obligations under this policy.

### CHANGE OF POLICY ADDRESS

We may change the Named Insured's policy address shown in the Declarations and in our records to the most recent address provided to us by:

- A. You; or
- B. The United States Postal Service.

## CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by written endorsement issued by us. It is your responsibility to inform us or your agent of any changes, including, but not limited to:
1. Changes in the number of licensed household drivers or regular vehicle operators, or changes in the license status of any driver;
  2. Modifications to your vehicle, including the addition of a nitrous system or hydraulics, or any modifications meant to achieve 650 horsepower or greater;
  3. Any increase or decrease in the value of your vehicles; or
  4. Any decrease in the bodily injury and property damage liability coverage, uninsured motorists, or underinsured motorists limits for the regular use vehicles in your household.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to:
1. The number, type, or use classification of insured vehicles;
  2. Operators using insured vehicles;
  3. The place of principal garaging of insured vehicles;
  4. Coverages, deductibles, or limits; or
  5. Alterations or modifications to "your covered auto" or "your camper trailer".

If you alter or modify your vehicle in any way you must notify us in writing within 30 days.

If a change resulting from paragraphs A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change that broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
  2. An Amendatory Endorsement.

## CONCEALMENT OR MISREPRESENTATION

All insurance provided by this policy will be null and void if, at any time, you or any person or entity with an interest in the property conceal or misrepresent any material fact regardless of intent. No action or inaction by us will be deemed a waiver of this provision.

## EXCESS COVERAGE

- A. Coverage under this policy applies on a primary basis with respect to "your covered auto" only when no other insurance policy applies, and shall be excess to all other insurance, whether that insurance is considered primary, secondary, or excess. If there is other insurance with the same priority as this coverage, we will not pay more than our share of the covered losses or damages. Our share of the covered losses or damages is the proportion that our limit of coverage bears to the total of all applicable limits with the same priority as our coverage.
- B. Notwithstanding paragraph A. above, the total recovery under all such policies or coverages cannot be greater than the single highest limit that applies for any one loss under one policy of insurance providing coverage on either a primary, secondary, or excess basis.
- C. If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:
1. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certifications of financial responsibility, and/or any other sources of protection or recovery; and

2. Limited to the minimum types of coverage and the minimum limits required by that law.

## **EXCLUSION OF TRANSPORTATION NETWORK COMPANY AND PERSONAL VEHICLE SHARING PROGRAM USE**

- A. There is no coverage of any kind under this policy for any accident, loss, "bodily injury", "property damage", or any other damage, expense, or loss for any person or any party that results from, arises out of, or is related to any person operating or using "your covered auto" or any other vehicle in any type of activity associated or connected with any:
  1. Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy, or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC's online-enabled application or platform until that driver logs off of the online-enabled application or platform, or the passenger exits the vehicle, whichever is later; or
  2. Personal vehicle sharing program, use, or activity.
- B. For purposes of this exclusion:
  1. Transportation network company means any type of organization or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.
  2. Personal vehicle sharing program means a group or legal entity engaged in the "business" or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

## **INSURABLE INTEREST**

There is no coverage under any part of this policy for accidents or losses involving "your covered auto" or "your camper trailer" if you are not the owner at the time of accident or loss. For purposes of this provision, owner means holding the legal title of "your covered auto" or "your camper trailer", or being party to an agreement to buy or lease "your covered auto".

## **LEGAL ACTION AGAINST US**

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under **PART A**, no legal action may be brought against us until:
  1. We agree in writing that the Named Insured has an obligation to pay; or
  2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".
- C. Under **PART D**, suit or action must start within 12 months of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

## **OUR RIGHT TO RECOVER PAYMENT**

- A. If we make payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:
  1. Whatever is necessary to enable us to exercise our rights; and
  2. Nothing after loss to prejudice our rights.

However, our rights in this paragraph do not apply under **PART D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so. However, this permissive use exception does not apply when "your covered auto" is in the care, custody, or control of any "business" entity.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
  1. Hold in trust for us the proceeds of the recovery; and
  2. Reimburse us to the extent of our payment.

## PAYMENT OF LOSS

Unless a claim has been paid by others, payment of loss, with all your indebtedness to us being first deducted, will be made within 30 days after we either reach agreement with you, a final judgment is entered in the court, or an arbitration or appraisal award is filed with us.

We may pay for loss in money, or repair or replace your damaged or stolen property. We may, at our expense, return your stolen property to you or to the address shown in this policy. If we return stolen property, we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.

If we pay a total loss or a "constructive total loss" for "your covered auto" or "your camper trailer" listed in the Declarations, all coverage under this policy for such covered vehicle will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "constructive total loss" of "your covered auto" or "your camper trailer" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or "constructive total loss".

## POLICY PERIOD AND TERRITORY

A. This policy applies only to accidents and losses which occur:

1. During the policy period shown in the Declarations; and
2. Within the policy territory.

B. The policy territory is:

1. The United States of America, its territories or possessions; or
2. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" or "your camper trailer" while being transported between their ports.

## PRIVATE PLEASURE USE

Coverage will be suspended if "your covered auto" or "your camper trailer" is:

- A. Rented or leased to any person or entity for a fee;
- B. Used to carry persons or property for a fee, or for any other commercial use unless prior written consent has been obtained from us; or
- C. Used for any illegal act by any person.

## REGULAR USE VEHICLE REQUIREMENT – PURCHASING AND MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance, and use of "your covered auto". In no event will this policy:

1. Provide coverage for any vehicles other than "your covered auto";
2. Be your primary personal vehicle insurance; or
3. Provide insurance for any auto or other motor vehicle, other than "your covered auto", with respect to exposures or legal obligations arising out of the ownership, maintenance, or use of that vehicle if it is owned by or regularly used by you or a "family member".

B. As a condition of the issuance of this policy, you have represented and agreed to the following:

1. You must own a "regular use vehicle" listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
  - a. Be in-force with at least the types and amounts of **PART A** and **PART C** coverage elected by you for this policy.
  - b. Satisfy all minimum state insurance requirements, including but not limited to any minimum requirements for liability coverage, uninsured motorists coverage, underinsured motorists coverage, and personal injury protection (PIP) coverage.

- c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability, with respect to your "regular use vehicle", and any other vehicle not listed on this policy, but that is owned by and/or furnished or available for the regular use of you or a "family member". This does not apply to a reduction in the aggregate limits of such a policy solely by amounts paid in settlement of claims or in satisfaction of awards or judgments in connection with an accident or loss.
  - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
2. If you fail to maintain a "regular use vehicle" insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a "regular use vehicle" and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of you or a "family member":
    - a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certifications of financial responsibility, and/or any other sources of protection or recovery;
    - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
    - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than "your covered auto", all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
  3. To the extent allowed by law, we have the right to rescind, cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

### STATE LAW

If any policy exclusion, limitation, term, condition, or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition, or other policy provision will:

- A. Be changed to the extent necessary to conform to the law;
- B. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
- C. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

### TERMINATION

#### A. Cancellation

This policy may be canceled during the policy period as follows:

1. The Named Insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the Named Insured shown in the Declarations at the address shown in this policy or otherwise last known to us:
  - a. At least 10 days' written notice:
    - 1) If cancellation is for nonpayment of premium; or
    - 2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 20 days' written notice in all other cases.



3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium;
  - b. If your driver's license or that of:
    - 1) Any driver who lives with you; or
    - 2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
    - 1) During the policy period; or
    - 2) Since the last anniversary of the original effective date if the policy period is other than 1 year;
  - c. If the policy was obtained through fraud or material misrepresentation; or
  - d. For any other reason permitted by state law.

#### B. Nonrenewal

If we decide not to renew or continue this policy, we will mail written notice to the Named Insured shown in the Declarations at the address shown in this policy. Written notice will be mailed at least 20 days before the end of the policy period. If the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

#### C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manual. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation shown in the notice shall become the end of the policy period.

### TRADE OR ECONOMIC SANCTIONS

This insurance does not provide any coverage, and we shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us to a violation of any applicable trade or economic sanctions, laws, or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

### TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a Named Insured shown in the Declarations dies, coverage will be provided for:
  1. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as though a Named Insured shown in the Declarations; and
  2. The legal representative of the deceased person as though a Named Insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

### TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

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