

# LOUISIANA PERSONAL AUTO POLICY

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# LOUISIANA PERSONAL AUTO POLICY

**READ YOUR POLICY** carefully to determine **your** rights and duties and what is and is not covered. Various provisions in this Policy restrict coverage. Words and phrases that appear in bold have special meaning; refer to terms specifically defined in the DEFINITIONS sections of the Policy.

**This is a restricted policy. Please make sure you have read and understand it including all the policy limitations and restrictions.**

**Es muy importante que usted entienda este documento como el tiene alguna restricciones. Esta forma no será traducida en español – por favor hable con su agente o con alguien que lo pueda traducir**

## AGREEMENT

If **you** pay **your** premium **we** agree to insure **you** subject to all the terms of this Policy for the coverage up to the Limits of Liability as indicated on the Declarations Page of this Policy.

## APPLICATION & DECLARATIONS - DUTY TO NOTIFY OF ADDITIONAL PERMANENT RESIDENTS – FRAUD/MISREPRESENTATIONS IN APPLICATION

The Declarations Page is a part of this Policy, and the coverage provided is fully subject to its terms.

**You** agree to notify **us** within thirty (30) days of any **person** becoming a **permanent resident** of **your** household after submission of the application. Failure to provide this notice may cause this Policy to be cancelled.

If, in the process of applying for this Policy, any applicant or insured **person** has made a misrepresentation of any fact which **we** deem material to the issuance of the Policy, to the terms and conditions of this Policy, or to the amount of premiums charged, and such misrepresentation was made with an intent to deceive **us**, this Policy shall be voidable, in which event **we** will have no obligations under this Policy and no **person** or entity will have any rights under this Policy.

## INSURANCE FRAUD WARNING

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

## DEFINITIONS USED THROUGHOUT THIS POLICY

As used in all throughout this Policy, subject to any applicable provision or exclusion in this Policy or endorsement to this Policy:

1. The words "**we**", "**us**" and "**our**" refer to the company providing this insurance.
2. The words "**you**" and "**your**" refer to the **person** or **persons** listed as a **named insured** on the Declarations Page and such **person's** spouse if living in the same household.
3. The words "**person**" or "**persons**" refers to a natural person and not any other entity.
4. "**Family member**" means a **person** residing in the same household as **you**, and related to **you** by blood, marriage or adoption including a ward or foster child. Unmarried dependent child(ren) temporarily away from home will be considered **permanent residents** only if the child(ren) is (are) under the age of twenty-two (22) years of age.
5. "**Bodily Injury**" means physical injury to the body of a **person**, and sickness, disease, death or emotional injury of that **person** resulting from the physical injury. "**Bodily injury**" does not mean a **person's** emotional injury or mental anguish which resulted from witnessing an injury to another **person** or which otherwise resulted from injury to another **person**.
6. "**Damages to other persons**" means any injury to a **person** resulting from **bodily injury** of another **person**. **Damages to other persons** includes but is not limited to emotional injury or mental anguish resulting from the **bodily injury** of another **person** or resulting from the witnessing of the **bodily injury** to another **person**; loss of companionship; loss of services; loss of consortium and wrongful death.
7. "**Property damage**" means physical damage to or destruction of tangible property, including loss of its use.
8. "**Auto**" is a 4-wheel motor vehicle, of the private passenger type, licensed for use on public roads. It includes pickup trucks, vans and utility vehicles not used in any business except farming or ranching, with a rated load capacity of one ton or less.
9. A "**utility trailer**" is a vehicle designed to be towed on public roads by an **auto**. It does not include a mobile home, a trailer that has built-in sleeping facilities, a recreational vehicle, nor a trailer used as an office, store, display or passenger transport.

10. A **"motor vehicle"** is a motorized land vehicle designed for use on public roads. It also includes any other motorized land vehicle while used on public roads.
11. **"Your insured auto"** means:
  - a. Any **auto** owned by **you** listed on the Declarations Page. For purposes of this Policy, an **auto** shall be deemed to be owned by a **person** if leased under a written agreement to that **person** for a continuous period of at least 6 months.
  - b. Any **auto** of which **you** acquire ownership during the policy period as a permanent replacement for the **auto** listed on the Declarations Page, but only if **you** notify **us** within thirty (30) days of its acquisition and pay any additional premium required. Any **auto you** acquire as a replacement auto will have the same coverage as the **auto** it replaces for that thirty (30) day period. Any increase or change in coverage will be effective only after **you** notify **us** of the newly acquired **auto**, request increased or changed coverage, and pay any additional premium required. This Policy shall provide primary insurance for such permanent replacement **auto** only if there is no other collectible insurance. If there is other collectible insurance for such permanent replacement or such additional **auto**, the insurance provided by this Policy shall be excess over such other insurance.
  - c. Any additional **auto** of which **you** acquire ownership during the policy period provided **we** insure all **autos** that **you** own. **You** must notify **us** within thirty (30) days of the acquisition of the additional **auto** and pay the premium required for coverage to apply. The coverage provided under this provision to such additional **auto you** acquire will be the broadest coverage **we** provide to any **auto** listed on the Declarations Page at the time of the acquisition.
  - d. Any **auto**, not owned by or furnished or available for regular use by **you**, or a **family member** while such auto is used with the permission of its owner as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
    - i. Breakdown
    - ii. Repair
    - iii. Servicing
    - iv. Loss; or
    - v. Destruction.
  - e. For Coverage under Part A ONLY, any **utility trailer you** own while drawn by or attached to a vehicle described in subparagraphs a, b, c and d of this definition.
  - f. For the purposes of Parts B, C, D, E, F, and G of this Policy, **"your insured auto"** does not include a **utility trailer**.
12. A **"non-owned auto"** is any **auto**, other than **your insured auto**, which is not owned by or furnished or available for regular use by **you** or a **family member**.
13. **"Occupying"** means being in, upon, or getting into, onto or out of, or parking, driving or operating **your insured auto**.
14. **"Accident" or "accidental"** refers to an unexpected and unintended event or occurrence.
15. An **"auto accident"** is an unexpected and unintended event or occurrence arising out of the ownership, maintenance, operation or use of **your insured auto**, or a **non-owned auto** that causes **bodily injury or property damage**.
16. **"Loss"** means direct, sudden and **accidental** loss of or damage to **your insured auto**.
17. **"Punitive or exemplary damages"** are damages which may be awarded to punish a wrongdoer or deter the wrongdoer or others from similar conduct.
18. **"Race" or "racing"** means participating in, practicing for, or preparing for any speed, demolition or stunting contest or activity, regardless of whether such contest or activity is formally organized as such.
19. **"Crime"** means any felony or any action to flee from, evade or avoid arrest or detection by the police or other law enforcement agency.
20. **"Named Insured"** means the **person** or **persons** listed as a **named insured** on the Declarations Page of this Policy.
21. **"Named excluded operator"** means any **person** who by written agreement, (contained in the application or by endorsement to this Policy, signed by any applicant or the applicant's legal representative), is listed as a **person** who shall be excluded from coverage under this Policy, whether or not that listed excluded **person** is **you**, the **named insured**, the spouse of the **named insured**, a **family member** of the **named insured**, or any other **person** who but for being named as an excluded operator would have been a **person** insured under the terms of this Policy or by operation of law.
22. **"Permanent Resident"** means any person with a physical presence in your household and the intention to continue living there. Unmarried dependent children while temporarily away from home will be considered permanent residents if the child(ren) is (are) under the age of twenty-two (22) years of age.

<b>WHAT TO DO IN THE EVENT OF AN ACCIDENT OR LOSS</b>
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In the event of an **accident** or **loss**, **you** and any **person** insured under this Policy must promptly notify **us** of how, when and where the **accident** or **loss** happened. The notice must include a description or explanation of how the **accident** or **loss** occurred, the damage to or condition of **your insured auto** and any other automobile or **vehicle** involved in the **accident** or **loss**, and the names and addresses of any injured **persons** and of any witnesses.

A **person** insured under any Part of this Policy must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or suit.
2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**.
3. Submit, as often as **we** reasonably require, to physical exams by physicians **we** select.
4. Authorize **us** to obtain medical reports and other pertinent records.
5. Submit to examinations and recorded statements under oath. These examinations and recorded statements will not be conducted in the presence of another person except for bona fide legal counsel or a parent or guardian. A person must also submit written and sworn proof of loss statements when required by us.
6. Immediately, or as soon as possible, notify the police if a hit and run motorist is involved and submit a satisfactory proof of **loss**.
7. Immediately, or as soon as possible, notify the police if an **accident** was caused by the operator of a motor vehicle whose identity is unknown, even though that motor vehicle did not collide with **your insured auto**, with any **person** insured under this Policy, or with any **auto** which a **person** insured under this Policy is occupying.
8. Immediately, or as soon as possible, notify the police in the event of a **loss** to **your insured auto** resulting from vandalism.
9. If claiming **Coverage for Damage to Your Car**:
  - a. Take reasonable steps after any **loss** to protect **your insured auto** and its equipment from further **loss**. **You** must also promptly notify the police if **your insured auto** is stolen;
  - b. Permit **us**, or **our** authorized representative or appraiser, to inspect and appraise the damaged property before it is repaired or disposed of; and
  - c. File a sworn proof of **loss** with **us** within ninety (90) days after the **loss**.
10. Notify **us** within TWENTY-FOUR (24) hours of service, or as soon thereafter as practicable, of any lawsuit or other legal proceeding filed against **you** or a **covered person** arising out of or in connection with any claim covered under this Policy, and promptly provide **us** copies of any legal papers or pleadings.

If **you** or the **person** insured under this Policy fail to do any of the above listed actions as soon as practicable after a loss, and **we** have been prejudiced as a result, **we** have the right to deny coverage for any and all claims arising from the **accident** or **loss**. Such failure to promptly report any claim or **loss** to **us** may result in a denial of **your** coverage under this Policy. However, coverage may be provided to third party claimants as required by law.

## PART A - COVERAGE FOR YOUR LIABILITY TO OTHERS

### Insuring Agreement for Part A

**We** will pay damages, other than **punitive or exemplary damages**, for which a **covered person** is legally liable because of **bodily injury** or **property damage** arising out of an **auto accident** to which this policy applies. **We** will compromise, settle, or defend, as **we** consider appropriate, any claim or suit asking for these damages, other than **punitive or exemplary damages**. In addition to **our** limit of liability, we will pay all defense costs **we** incur on **your** behalf. **Our** duty to defend, to pay court costs, and to pay judicial interest, ends at such time that **we** have paid **our** limit of liability in a settlement releasing **us** or in satisfaction of the portion of a judgment which does not exceed **our** limit of liability. **We** will not pay to defend any claim made against a **covered person** solely for **punitive or exemplary damages**.

### Additional Definitions for Part A

As used in Part A of this Policy, subject to any applicable provision or exclusion in this Policy or endorsement to this Policy:

A "**covered person**" as used in this Part means:

1. **You**, any **family member**, with respect to any **auto accident** while driving **your insured auto** or a **non-owned auto with permission**. Any **family member** must be listed on the **Declarations Page** or added by endorsement during the policy term.
2. Any other **person** driving **your insured auto** with the express or implied permission of a **named insured** while that **person** is driving **your insured auto**.
3. Any other **person** or organization, but only with respect to the legal liability of that **person** or organization for acts or omissions of a **covered person** while driving **your insured auto**.

Notwithstanding the above, a **covered person** does not include a **named excluded operator**.

### Supplementary Payments

In addition to **our** limits of liability, **we** will pay on behalf of a **covered person**:

1. Up to \$250 for the cost of bail bonds required because of an **accident**, including related traffic law violations, resulting in **bodily injury** or **property damage** covered under this Policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend. **We** will not pay the premium for attachment bonds that are more than **our** limit of liability. **We** have no duty to apply for or furnish bonds.
3. The prejudgment interest on that part of a judgment **we** pay. **Our** duty to pay prejudgment interest ends at such time that **we** have paid **our** limit of liability in a settlement releasing **us** or in satisfaction of the portion of a judgment that does not exceed **our** limit of liability, or until **we** have unconditionally tendered for payment **our** limit of liability for such claim along with any applicable judicial interest on that limit at the time of such tender and any court costs required by law for such tender.
4. Interest accruing for the time period after a judgment is entered in any suit **we** defend until **we** have issued payment of that part of the judgment which does not exceed **our** limit of liability, after which **we** have no duty to pay interest for any time period thereafter.
5. All costs **we** incur in the settlement of any claim or defense of any suit against a **covered person** subject to the limitations of this Policy. **Our** duty to defend or pay such costs ends at such time that **we** have paid **our** limit of liability pursuant to a settlement releasing **us** or in satisfaction of that portion of a judgment which does not exceed **our** limit of liability.
6. Other reasonable expenses, except loss of earnings, incurred at **our** request.

### Exclusions for Part A

Coverage for Your Liability To Others does not apply to any of the following:

1. **Bodily injury** or **property damage** arising out of or in connection with the operation or use of **your insured auto** or a **non-owned auto** by someone who is a **named excluded operator**.
2. **Bodily injury** or **property damage** caused by an intentional act by or at the direction of any **covered person** or a **named excluded operator**.
3. **Bodily injury** or **property damage** caused by any **person** operating or using a motor vehicle without the expressed or implied permission of **you** at the time of the **accident**.
4. **Property damage** to any property, including **your insured auto** or a **non-owned auto**, owned by, being transported by, used by or in the care, custody or control of a **covered person**
5. **Property damage** to property rented to a **covered person**, except as a residence, private garage, or as otherwise required by statute.
6. **Bodily injury** to an employee or fellow employee of any **covered person** arising out of or during the course of employment. Coverage also does not apply to a domestic employee if benefits are payable or are required to be provided under any workers compensation, disability benefits or other similar law.
7. **Bodily injury** or **property damage** which arises out of auto business operations including the occupation of selling, repairing, servicing, storing or parking of **motor vehicles**, in excess of the statutory minimum coverage required by the State of Louisiana
8. **Bodily injury** or **property damage** arising from the ownership, maintenance or use of any **auto** while carrying persons for a charge. This exclusion does not apply to a share-the-expense carpool.
9. For **bodily injury** or **property damage** if, at the time of the accident, the **covered person** is insured by a nuclear energy liability policy or would be insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
10. **Bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of any **motor vehicle** having less than 4 wheels or designed mainly for use off public roads.
11. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **auto**, other than **your insured auto**, which is owned by, furnished or available for regular use by **you**, a **family member** or any other **covered person**.
12. **Bodily injury** or **property damage** caused by any auto while used in practicing for or participating in any **race** or contest of speed or performance.
13. **Bodily injury** or **property damage** caused by any **covered person** while engaged in the commission of a **crime**.
14. **Bodily injury** or **property damage** arising out of the operation of farm machinery or equipment.
15. Any liability assumed under any contract or agreement.

### Limits of Liability for Part A

Regardless of the number of **autos** insured, separate premiums paid, **persons** covered, claims made, vehicles involved or lawsuits brought, **we** will pay only the limits of liability shown on the Declarations Page, subject to the following limitations:

1. The limit for "each **person**" is the maximum **we** will pay for all damages, including **damages to other persons**, resulting from **bodily injury** to one **person** in any one **auto accident**. **Damages to other persons** shall be included within the same "each **person**" limit, which applies to the **person** who sustained the **bodily injury**, and shall not be entitled to a separate "each **person**" limit of liability.
2. Subject to the limit for "each **person**", the limit for "each **accident**" is the maximum **we** will pay for any damages resulting from the **bodily injury** sustained by two or more **persons** in any one **auto accident**.

3. The **property damage** limit for "each **accident**" is the maximum **we** will pay for all **property damage** arising out of or in connection with any one **auto accident**.
4. A claim for loss of consortium, loss of service or loss of society or wrongful death that is caused by a covered accident will not increase the limit of liability provided under the Policy.

### **Punitive Damage Exclusion**

This Policy does not apply and **we** will not pay any sum, including judicial interest on that sum, any **covered person** may become legally obligated to pay as **punitive or exemplary damages** as a result of any judgment entered or verdict rendered against any **covered person**. **We** will not pay the costs to defend any claim made against a **covered person** for **punitive or exemplary damages**.

### **Financial Responsibility Law/ Safety Responsibility Laws**

When this Policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. In the event that **we** are required to make payment for or on behalf of any **covered person** under the **Coverage For Your Liability To Others** that **we** would not have been obligated to make otherwise under the terms of this Policy but for the Safety Responsibility Laws of the State of Louisiana, then **we** shall be entitled to reimbursement from the **covered person** to the full extent of such payment.

### **Out of State Coverage**

If an accident to which this Part applies occurs in any state or province other than Louisiana, and that state or province has:

1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the Declarations Page, or
2. a compulsory liability insurance law requiring a non-resident to maintain liability insurance whenever the non-resident uses a vehicle in that state or province.

This Policy will provide:

1. the required minimum amounts of liability insurance coverage; or
2. any higher limit of liability insurance **you** have elected provided **you** have paid the premium for the higher limit.

However, under no circumstance does this Policy provide No-Fault coverage, regardless of the state in which an accident may occur.

### **Other Insurance**

For coverage **we** provide under this Part for **your insured auto**, if there is other applicable liability insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. For any coverage we provide under this Part for a **non-owned auto**, such coverage shall be excess over any other collectible insurance, with the exception of an **auto** which is a rental private passenger automobile rented by **you**, which for the limited purpose of this paragraph shall be treated the same as **your insured auto** to the extent required by law. However, if other automobile insurance coverage is purchased for such rental private passenger vehicle, **our** coverage shall be excess over such collectible coverage.

<b>PART B - MEDICAL PAYMENTS COVERAGE</b>
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### **Insuring Agreement for Part B**

Subject to the limit of liability shown on the Declarations Page, if **you** pay a premium for Medical Payments Coverage, **we** will pay the customary, reasonable and necessary **medical expenses** and funeral expenses because of **bodily injury** sustained by a **covered person** caused by an **auto accident**. The **bodily injury** must be diagnosed within one year of the **accident** and reported within three years of the **accident**.

### **Additional Definitions for Part B**

As used in Part B of this Policy, subject to any applicable provision or exclusion in this Policy or endorsement to this Policy:

1. A "**covered person**" means:
  - a. **You**, a **family member** or any listed driver while occupying or when struck by a **motor vehicle**.
  - b. Any other **person** occupying **your insured auto** while being used by **you** or any other **person** with the expressed or implied permission of the **named insured**.
2. "**Medical expenses**" means an amount **we** determine represents reasonable charges for the services rendered for physician services,

hospital charges, and prescription medications.

## Exclusions for Part B

We do not provide **Medical Payments** Coverage for **bodily injury**:

1. Arising out of the operation or use of a **motor vehicle** by a **named excluded operator**.
2. Loss arising out of the operation or use of any auto insured by a person who has resided in your household prior to the date of the accident who was not listed on your application for insurance and for whom a premium has not been paid; for the purposes of this exclusion, a person who has resided in your household is someone who at the time of the accident has been permanently living in your home.
3. Sustained while **occupying a motor vehicle** having less than four wheels.
4. Arising out of the ownership, operation or use of a **motor vehicle** as a vehicle for hire, including for instance the transport of person(s) or property for a fee or as part of the **covered person's** employment or business or for any other commercial purpose whatsoever unless a surcharge has been paid for that vehicle. This exclusion does not apply to the operation or use of an **auto** by a covered **person** strictly as a means of personal transportation, whether in connection with one's employment or otherwise, or to a share-the-expense car pool.
5. Sustained while **occupying** any **motor vehicle** located for use as a residence or premises.
6. Occurring during the course of employment if workers' compensation or other employer liability insurance or disability benefits are required or available for payment of the **medical expenses**.
7. Sustained while **occupying** or when struck by any **motor vehicle**, other than **your insured auto**, which is owned by, hired by, furnished to or available for regular use of **you** or a **family member**.
8. Sustained while **your insured auto** is used by any **person** practicing for or participating in any **race** or contest of speed or performance.
9. Caused by or as a consequence of war (declared or undeclared), civil war, insurrection, rebellion or revolution, discharge of a nuclear weapon (even if accidental), nuclear reaction, radiation or radioactive contamination.
10. Sustained by any **person** entitled to payment of **medical expenses** from the United States Government or any of its military services
11. Sustained by any **person** operating or using a **motor vehicle** without the implied or expressed permission of the **named insured** at the time of the **accident**.
12. Sustained by any **person** operating a **motor vehicle** without a valid and current driver's license issued by the U.S., or Canada, or other country unless a surcharge has been paid for that operator.
13. Sustained by any **covered person** while engaged in the commission of a **crime**.

## Limit of Liability for Part B

The limit of liability shown on the Declarations Page for this coverage is **our** maximum limit of liability for each **person** injured in any one **auto accident**, regardless of the number of **persons** who sustain **bodily injury**, the number of claims made, vehicles involved, or vehicles insured under this Policy.

If payment is made under this part for the same expenses which the **covered person** is entitled to recover under Part A and Part B of this Policy, the **covered person** shall not be able to claim those items of damages under Part A or Part B of this Policy. This limitation is only to restrict duplication of recovery and shall not reduce the amount of coverage available under Part A or Part B of this Policy for other items of damages which may be covered under those Parts.

## Coordination Of Benefits

When you are covered by more than one policy which covers any medical expenses covered under this Policy, state law permits your Insurers to follow a procedure called "coordination of benefits" to determine how much each Insurer should pay when you have a claim. The intent is to ensure that the combined benefit payments of all applicable coverages do not exceed your covered medical care expenses. Our policy will be primary in a covered incident.

## Other Insurance

If another policy covers the **loss**, we will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as temporary substitute for your covered auto, shall be considered excess over any other collectible auto insurance providing for Medical Expenses.

As to all other types of insurance other than through a health or accident insurance policy:

1. For any coverage **we** provide under this Part for **your insured auto**, if there is other applicable liability insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.
2. Any coverage **we** provide under this Part for a **non-owned** vehicle shall be excess over any other collectible insurance, with the exception of an **auto** which is a rental private passenger automobile rented by **you**, which for the limited purpose of this paragraph shall be treated the same as **your insured auto** to the extent required by law. However, if other automobile insurance coverage is purchased for such rental private passenger vehicle, **our** coverage shall be excess over such collectible coverage.

## PART C - UNINSURED/UNDERINSURED MOTORIST COVERAGE

### Additional Definitions for Part C

As used in all Sections of Part C of this Policy, subject to any applicable provision or exclusion in this Policy or endorsement to this Policy:

1. **"Covered person"** means
  - a. **you**;
  - b. a **family member**;
  - c. any listed driver; or
  - d. any other **person occupying your insured auto** if **your insured auto** is being used with **your** express or implied permission at the time of the **accident**.

However, notwithstanding the above, **covered person** shall not include a **named excluded operator**.
2. **"Uninsured motor vehicle"** means a **motor vehicle** which is not owned by, leased by, furnished or available for regular use by **you** or a **covered person**, if:
  - a. (For Part C, Section I): At the time of the accident, no liability policy of insurance, or bond or certificate of self- insurance or similar form of compliance with a financial responsibility law or similar statute, applies to liability for **bodily injury** arising out of the ownership, maintenance or use of that **motor vehicle**;  
(For Part C, Section II): At the time of the accident, no liability policy of insurance, or bond or certificate of self- insurance or similar form of compliance with a financial responsibility law or similar statute, applies to liability for **property damage** arising out of the ownership, maintenance or use of that **motor vehicle**;
  - b. Liability for the ownership, maintenance or use of that **motor vehicle** is insured by a liability policy at the time of the accident but the company which issued such policy denies coverage or is insolvent;
  - c. That **motor vehicle** is a **"hit-and-run" motor vehicle**, strikes a **covered person, your insured auto**, or an **auto** which a **covered person** is **occupying**, if neither the operator nor owner of such **motor vehicle** has been identified; or
  - d. That **motor vehicle** does not strike a **covered person, your insured auto**, or an **auto** which a **covered person** is occupying, but only when the **covered person** can show, by an independent and disinterested witness, that the **covered person's bodily injury** or **property damage** was caused as the result of the actions of the driver of that other **motor vehicle**.

### PART C, SECTION I: UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

*NOTICE: If Uninsured/Underinsured Motorist Bodily Injury Coverage has been rejected, no coverage is provided under any Section of Part C of the Policy.*

#### Additional Definition for Part C, Section I

As used in Part C, Section I, of this Policy, subject to any applicable provision or exclusion in this Policy or endorsement to this Policy:

**"Underinsured motor vehicle"** means a **motor vehicle** which is not owned by, leased by or furnished or available for regular use by **you** or a **covered person**, if at the time of the accident, a liability policy of insurance, bond or certificate of self-insurance or similar instrument of compliance with a financial responsibility law or similar statute, applies to liability for **bodily injury** arising out of the ownership, maintenance or use of that **motor vehicle**, but the applicable limits of liability for **bodily injury** under that policy, or bond, certificate or other instrument is less than the amount the **covered person** is legally entitled to recover from the owner or operator of such **motor vehicle**.

#### Insuring Agreement for Part C, Section I

If **you** have paid the applicable premium for this coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** up to the limit of liability as defined in this Part. The **bodily injury** must be caused by **accident** and arise out of the ownership, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**. **We** will pay for damages covered under Part C only after the **bodily injury** limits of



liability under any liability policies or bonds, certificates or other such instruments applicable to an **underinsured motor vehicle** have been exhausted by payment of judgments or settlements. If less than the full **bodily injury** limit of a liability policy is paid in payment of a **covered person's bodily injury** under a settlement or satisfaction of judgment, **we** shall be entitled to a credit for any unpaid portion of the limit of liability of such liability policy, unless the reason for payment of less than the full **bodily injury** limit was the reduction of the applicable "each **accident**" limit by payment of claims of **bodily injury** by other **persons** injured in the **accident**.

## **PART C, SECTION II: UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE**

### **Additional Definitions for Part C, Section II**

As used in Part C, Section II, of this Policy, subject to any applicable provision or exclusion in this Policy or endorsement to this Policy:

1. **"Underinsured motor vehicle"** means a **motor vehicle** which is not owned by, leased by, or furnished or available for regular use by **you** or a **covered person**, if at the time of the accident, a liability policy of insurance, bond or certificate of self-insurance, or similar instrument of compliance with a financial responsibility law or similar statute, applies to liability for **property damage** arising out of the ownership, maintenance or use of that **motor vehicle**, but the applicable limit of liability for **property damage** under that policy, bond, certificate or other is less than the **covered person** is legally entitled to collect from the operator or owner of such **motor vehicle**, or from any other **person** or entity responsible for the operation of such **motor vehicle**, for **property damage**.
2. **"Property damage"** means damage to **your insured auto**. However, **property damage** does not include loss of its use.

### **Insuring Agreement for Part C, Section II**

If by written request any **named insured** has asked that **we** provide **UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE** and **you** have paid the applicable premium for this coverage, **we** will pay for damages, other than **punitive or exemplary damages**, which a **covered person**, as used in this Part, is entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** due to **property damage**, subject to a \$250 deductible. If less than the full **property damage** limit of liability of a liability policy is paid in payment of a **covered person's property damage**, **we** shall be entitled to a credit for any unpaid portion of the limit of liability of such liability policy.

### **General Conditions for Part C, All Sections**

#### **1. Judgment or Agreement Without Our Participation or Consent:**

**We** are not bound by any judgment purporting to adjudicate or determine:

- a. the liability of the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**;
- b. the nature or amount of any element of damage which a **covered person** is entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
- c. the status of a **motor vehicle** as uninsured or underinsured or the type and amount of liability insurance covering an owner or operator of a **motor vehicle** unless **we** have consented in writing to **you** obtaining such judgment or **we** were party to the proceeding in which the judgment was entered, had the opportunity to participate in the proceedings giving rise to the judgment, and the judgment expressly adjudicated **our** obligations under this Part. Similarly, **we** are not bound by any agreement, stipulation or consent judgment purporting to determine these issues unless **we** have consented in writing to such agreement, stipulation or consent judgment.

However, **you** may still have the right to coverage under this Policy as long as **we** have not been prejudiced by (1) the existence of such proceedings or (2) by the conclusion, in whole or in part, of such proceedings or (3) by the entry of any such agreement, stipulation, or consent judgment. Any claim would have to be established independent of and without reliance on the existence of any prior adjudication, judgment, stipulation, agreement, or consent judgment, and without regard to any fact or issue adjudicated or resolved through such proceeding, agreement, stipulation or consent judgment.

#### **2. Reduction of Amounts Owed Under Part C by Amounts Paid or Payable from Other Sources:**

Any coverage under this Part shall only be owed only if and to the extent, up to the applicable limit of liability, that the damages which a **covered person** is entitled to recover under Part C exceed the following:

- a. All amounts paid by or on behalf of the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle** or anyone else responsible for the damages.
- b. The full limits of liability of any applicable liability coverage under this Policy or any other automobile liability policy.
- c. All amounts paid or payable under the uninsured motorist coverage of any other automobile liability insurance policy.

- d. All amounts paid or and the present value of all amounts payable under any workers' compensation law, disability benefits law, or similar law.
- e. All amounts paid or payable under the **Medical Payments** Coverage of this Policy or any other automobile liability policy.

### 3. Proof Of Claim

**You** or someone acting on **your** behalf must report the **accident** or occurrence which is the basis for a claim under Part C of this Policy to the police or other appropriate law enforcement authorities within twenty-four (24) hours or as soon after that as practicable. Each **person** making claim under this Part must give **us** full details of their injuries and treatment.

### Exclusions for Part C, All Sections

1. A **motor vehicle** is excluded from the definitions of **uninsured motor vehicle** and **underinsured motor vehicle** if it is:
  - a. insured under the liability coverage of this Policy;
  - b. owned by, leased by, furnished or available for regular use by **you** or a **covered person**;
  - c. owned or operated by a self-insurer under any motor vehicle financial responsibility law, a motor carrier law, or any similar law;
  - d. owned by or leased to any government or any of its political subdivisions or agencies;
  - e. designed for use mainly off public roads, except while such vehicle is in use on public roads and otherwise falls within the definition of uninsured motor vehicle or underinsured motor vehicle; or
  - f. at the time of the **accident**, located for use as a premise.
2. **We** do not provide coverage under any Section of Part C:
  - a. For **bodily injury** or **property damage** which arises out of the ownership, maintenance or use of a **motor vehicle**, when the identity of the owner and operator of such motor vehicle remains unknown and such motor vehicle did not come into physical contact with a **covered person** or a **motor vehicle** occupied by a **covered person**, unless the **covered person** can prove by an independent and disinterested witness that the actions of the unknown driver were the cause of the **bodily injury** or **property damage**.
  - b. When the **covered person** does not notify the police or other appropriate law enforcement authority within twenty-four (24) hours, or as soon as practical after such accident, if a hit-and run driver is involved.
  - c. When the **covered person** is **occupying** or struck by any **motor vehicle** or by a **utility trailer** of any type used with that **motor vehicle**, if that **motor vehicle** is owned or leased by **you** or any **family member** and is not **your insured auto**.
  - d. Arising out of the operation or use of **your insured auto** or any other vehicle insured under this Part by a **named excluded operator**.
  - e. **Loss** arising out of the operation or use of any auto insured by a person who has resided in your household prior to the date of the accident who was not listed on your application for insurance and for whom a premium has not been paid; for the purposes of this exclusion, a person who has resided in your household is someone who at the time of the accident has been permanently living in your home.
  - f. If the **bodily injury** to the **covered person** occurs when such **person** is engaged in the commission of any **crime**, or involved in any criminal activity or enterprise, or while fleeing from or attempting to avoid arrest or detection by the police or other law enforcement agency.
  - g. If the **covered person** is occupying a **motor vehicle** with less than 4 wheels or which is primarily designed for off road use.
  - h. Arising out of or while practicing, participating or preparing for any **race**, or contest for speed or performance.
  - i. Arising out of the theft loss or unexplained disappearance of **your insured auto** or any other **auto insured** under this Part.
  - j. For any claim for **bodily injury** which is eligible for payment under a workers' compensation or disability benefits policy or so as to directly or indirectly benefit any **person** or organization, including a self-insurer, which would otherwise be required to provide coverage pursuant to any federal or state workers' compensation or disability law or other similar law; or
  - k. Any claim for **punitive or exemplary damages**.
3. Coverage under any Section of Part C shall not apply to the benefit of any insurer or self-insurer under any workers' compensation, disability benefits or other similar law or any governmental body or agency.

### Limits of Liability for Part C, All Sections

Regardless of the number of **motor vehicles** insured under this Policy, separate premiums paid, **persons** covered, claims made, vehicles involved, or lawsuits brought, **we** will pay no more than the limits of liability shown in the declarations, subject to the following:

1. The limit for "each **person**" is the maximum that **we** will pay for bodily injury of any one **person**, in any one **accident**. **Damages to other**

**persons** shall be included within the same "each **person**" limit, which applies to the **person** who sustained the **bodily injury**, and shall not be entitled to a separate "each **person**" limit of liability.

2. Subject to this limit for "each **person**", the limit for "each **accident**" is the maximum **we** will pay for any damages resulting from the **bodily injury** sustained by two or more **persons** in any one **accident**.
3. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:
  - a. The Limit Of Liability shown in the Declarations; or
  - b. The actual cash value of **your insured auto**.An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
5. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible

If payment is made under this part for the same damages which the **covered person** is entitled to recover under Part A and Part B of this Policy, the **covered person** shall not be able to claim those items of damages under Part A or Part B of this Policy. This limitation is only to restrict duplication of recovery and shall not reduce the amount of coverage available under Part A or Part B of this Policy for other items of damages, which may be covered under those Parts.

### Other Insurance

If more than one policy issued by **us** applies to this Part, the total limit of **our** liability under all such policies shall not exceed the highest amount applicable under any one policy. If coverage is available under this Part and under the uninsured motorist coverage of a policy or self-insurance bond of another company, the uninsured motorist coverage of the policy or bond on which the **auto** is listed as an insured vehicle and in which a **covered person** is an occupant shall be primary to the uninsured motorist coverage provided by this Policy.

With respect to **bodily injury** sustained by

1. **you**; or
2. a **family member**;

while occupying a motor vehicle auto which is not **your insured auto**, the following priorities of recovery under uninsured motorist coverage shall apply:

1. the uninsured motorist coverage on the vehicle in which the injured party was an occupant is primary;
2. should that primary uninsured motorist coverage be exhausted due to the extent of damages, then the **covered person** may recover as excess from other uninsured motorist coverage available to them. In no instance shall more than one coverage from more than one uninsured motorist policy be available as excess over and above the primary coverage available to the injured occupant.

### Arbitration Provision Applicable to Part C, All Sections

If a **covered person** and **we** do not agree:

1. that the **covered person** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle**, or
2. as to the amount of damages recoverable under this Part, either the **covered person** or **we** may request that the issue be determined by arbitration. Such arbitration must be requested within one year of the date of the **accident**, and must be with the consent of the **covered person**.

In that event, the **covered person** will select an arbitrator and **we** will select another. The two arbitrators will select a third. The **covered person** will pay the arbitrator selected by that person. **We** will pay the arbitrator **we** select.

The expense of the third arbitrator and all other expenses of arbitration will be shared equally. Attorney fees and fees paid to medical and other expert witnesses are not expenses of arbitration and will be paid by the **persons** incurring them.

Unless otherwise agreed upon, arbitration will take place in the state and county or parish in which the **covered person** lives. Local court rules governing procedures and evidence will apply. Arbitration, under this provision, is both voluntary and non-binding.

## COVERAGES FOR DAMAGE TO YOUR AUTO

### PART D - OTHER THAN COLLISION COVERAGE

### PART E - COLLISION COVERAGE

#### Additional Definitions for Parts D and E

As used in Parts D and E, of this Policy, subject to any applicable provision or exclusion in this Policy or endorsement to this Policy:

"Collision" means:

1. **your insured auto's** coming into direct physical contact with another object which is not otherwise excluded herein; or
2. **your insured auto's** upset or overturning.

#### Insuring Agreement for Part D

If **you** pay a specific premium for **Other Than Collision Coverage**, **we** will pay, subject to any applicable deductible shown on the Declarations Page, for **loss to your insured auto** caused by means other than **collision**, less any applicable deductible. Coverage under Part D applies only to **your insured auto**. Separate deductible amounts will apply separately to each such **loss**. **Loss** caused by falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, riot, civil commotion, malicious mischief, vandalism, contact with bird or animal, or glass breakage are other than **collision losses**.

#### Insuring Agreement for Part E

If **you** pay a specific premium for **Collision Coverage**, **we** will pay, subject to any applicable deductible shown on the Declarations Page, for **loss to your insured auto** caused by a **collision**. Coverage under Part E applies only to **your insured auto**. Separate deductible amounts will apply for each separate **loss** caused by separate collisions.

**Loss** caused by falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, riot, civil commotion, malicious mischief, vandalism, contact with bird or animal, or breakage of glass is not a collision **loss**.

### PART F - TOWING AND LABOR COVERAGE

If **you** pay a specific premium for **Towing and Labor Coverage**, **we** will reimburse **you** for towing and labor costs, not to exceed the "each disablement" limit set forth in the declarations, required by disablement of **your insured auto**, if the labor is performed at the time and place of disablement and if the disablement does not occur at **your** residence. Receipts must be presented to **us** for payment. The Declarations Page shows the maximum amount that **we** will pay.

### PART G - RENTAL REIMBURSEMENT COVERAGE

If **you** pay a specific premium for **Rental Reimbursement Coverage**, **we** agree to reimburse **you**, if there is accidental **loss to your insured auto** which is otherwise covered under Coverage For Damage To **Your** Auto, for the rental expenses of a substitute **auto** for any period **your insured auto** is continuously withdrawn from use for more than twenty-four (24) hours as a result of such **loss**. The substitute **auto** must be rented from a company primarily in the business of renting motor vehicles to the public. **We** will reimburse **you** up to the limit set forth in the declarations per day up to a maximum of thirty (30) days for all rental periods during any single policy period.

**We** will pay only if **your insured auto** is continuously withdrawn from use for more than twenty-four (24) hours. **We** will reimburse **you for your** actual rental expenses, (exclusive of mileage, sales tax, and additional insurance or damage waivers), subject to the limits stated above, beginning on the day **your insured auto** is disabled or withdrawn from service as a result of a covered **loss** or, if **your insured auto** is not disabled or withdrawn from service, then during the period **your insured auto** is in the shop for agreed upon repairs. **Rental Reimbursement Coverage** shall end as soon as:

1. **your insured auto** is repaired;
2. **your insured auto** is replaced;
3. **we** pay for its theft or total loss; or
4. **you** incur thirty (30) cumulative days rental expense during any single policy period.

The most **we** will reimburse **you** for rental expenses incurred during any single policy period is the amount set forth in the declarations, regardless of the number of separate losses to **your insured auto**. **You** must report the **loss** and the fact that **you** have rented a substitute **auto** to **us** as soon as possible. **You** must also provide **us** with proof of **your** rental charges, which shall include, for each **auto** rented: a written rental agreement with the tax i.d. number of the rental company, the license plate number, the name and address of the registered owner, and the vehicle identification number.

**We** will continue payment for the rental **auto** until either seventy-two (72) hours after the **named insured** has been notified by **us** that **we** will cease payment for the rental vehicle or the time limits provided for rental vehicles have been met, whichever is earlier.

**We** agree to guarantee the payment for the rental **auto** due under the terms of this Policy at the request of the insured, such payment contingent upon the submission of a proof of **loss** as set forth in this Policy.

### Exclusions for Parts D, E, F AND G

There is no **Coverage For Damage To Your Auto** for:

1. **Loss** arising out of the operation or use of any **auto** insured under Parts D, E, F, and/or G by a **named excluded operator**.
2. **Loss** arising out of the operation or use of any auto insured by a person who has resided in your household prior to the date of the accident who was not listed on your application for insurance and for whom a premium has not been paid; for the purposes of this exclusion, a person who has resided in your household is someone who at the time of the accident has been permanently living in your home.
3. **Loss** arising out of the ownership, operation or use of any **auto** insured under Parts D, E, F, and/or G as a vehicle for hire including taxi, livery, passenger, delivery or messenger service or for any other commercial purpose whatsoever unless a surcharge has been paid for that vehicle. This exclusion does not apply to the operation or use of an **auto** by a **covered person** strictly as a means of personal transportation, whether in connection with one's employment or otherwise, or to a share-the-expense car pool.
4. **Loss** caused by any **person** driving any **auto** insured under Parts D, E, F, and/or G without a valid and current driver's license issued by the U.S., or Canada, or other country unless a surcharge has been paid for that operator.
5. **Loss** resulting from prior **loss** or damage, manufacturer's defects, wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires.
6. **Loss** due to war, civil war, insurrection, rebellion, revolution, radioactive contamination or the discharge of any nuclear weapon (even if accidental) or as a consequence of any of these.
7. Damage to or destruction of **custom equipment** attached to or made a part of any **auto** insured under Parts D, E, F, and/or G. For the purpose of this exclusion "**custom equipment**" means any parts or accessories which were attached to or made a part of the **auto** after its original manufacture and which were not offered by the manufacturer of the **auto** as a standard or optional accessory for that **auto**. Examples of **custom equipment** include but are not limited to the following items, unless such items would have been available as factory installed original equipment on the **auto** at the time of the **auto's** manufacture:
  - a. custom chrome, alloy, aluminum, or magnesium wheels;
  - b. custom chroming;
  - c. custom paint; murals, decals or graphics; special carpeting, cabinets or interior furnishings; sun, moon or T-Top roofs; roof height extensions; bubble domes or windows; cooking appliances or facilities; beds or sleeping accommodations;
  - d. a camper body, topper, shell, cabana, awning, custom enclosure, or any equipment designed to provide additional living space or transport, hauling or storage capacity;
  - e. luggage, bike, ski or similar external carrying racks;
  - f. utility or tool boxes; winches;
  - g. audio, video or stereo equipment;
  - h. two-way radios (including CB radios), telephones, radio-telephones, scanning monitor receivers, television sets, home high fidelity equipment, tapes, records, compact discs, or any accessories to any of these;
  - i. equipment used to either mechanically or structurally modify any **auto** insured under Parts D, E, F, and/or G resulting in an increase in performance or a change in appearance; and
  - j. a **utility trailer**.
8. **Loss** occurring while any **auto** insured under Parts D, E, F, and/or G was used in auto business operations, including the selling, transporting, repairing, servicing, storing or parking of any **motor vehicle**.
9. **Loss** to wearing apparel, personal effects, tools or anything that is not attached to the vehicle at the time of **loss**.
10. **Loss** of or to tires unless damaged by fire or stolen or unless the **loss** occurs at the same time as, and from the same cause, as other **loss**

covered by this Policy.

11. **Loss** occurring while any **auto** insured under Parts D, E, F, and/or G is used in the commission of any **crime** by any **person** to whom **you** granted express or implied permission to operate the **auto**.
12. **Loss** occurring while the operator of the **auto** insured under Parts D, E, F, and/or G has a blood alcohol content above the legal limit for operation of a motor vehicle, or while the operator is under the influence of any illicit or illegal drugs, or any controlled substances which were not legally prescribed for the operator's use.
13. **Loss** occurring while any **auto** insured under Parts D, E, F, and/or G is used in, practicing, participating or preparing for any **race**, speed contest or performance contest.
14. **Loss** occurring while any **auto** insured under Parts D, E, F, and/or G is subject to any bailment, lease, conditional sale, pledge, mortgage or other encumbrance not specifically declared and described in this Policy.
15. **Loss** caused by the theft or conversion of any **auto** insured under Parts D, E, F, and/or G by a **person** to whom **you** have voluntarily entrusted **your insured auto**. This exclusion does not apply when the **auto** is stolen from the **person** to whom **you** have loaned it.
16. **Loss** caused by any act of **you**, a **family member**, or any other permissive **driver** intended to damage any **auto** insured under Parts D, E, F, and/or G.
17. Any decrease in the value of any **auto** insured under Parts D, E, F, and/or G due to the fact that it has been damaged or involved in an accident.
18. **Loss** resulting from the assumption of liability by contract.

### No Benefits to Bailee

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

### Limits of Liability for Parts D, E AND F

**Our** limit of liability for **loss** covered under this Part shall not exceed the lesser of:

1. the actual cash value of the stolen or damaged property at the time of **loss**; reduced by the applicable deductible; or
2. the amount necessary to repair or replace the property with other of the like, kind and quality less depreciation, reduced by the applicable deductible.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### Storage Charges

In addition to the applicable limits of liability, **we** will reimburse **you** or pay for reasonable towing charges not to exceed \$150.00 for transporting **your insured auto** as a result of damage occurring from any **loss** covered by this Part or arising from the theft of **your insured auto**. **We** will pay up to \$35.00 per day for necessary storage charges incurred as a result of a **loss** covered by this Part, up to a maximum of \$350.00.

However, in the event of a total loss from the incident, **We** will not reduce the net payment to **You** for the damage to the motor vehicle by the amount of the payment made for the towing and/or storage service charges.

### Use of Non-Original Equipment and After-Market Parts

**We** specifically reserve the right to use non-original equipment, after-market, re-manufactured, used and/or salvaged parts as appropriate and available for any non-safety or non-steering-assembly components or systems.

### Payment of Loss

**We** may, at **our** option, elect to pay for the cost of repair of **property damage** any **auto** insured under Parts D or E or the cost of replacement of the damaged or stolen property. **We** may, at **our** option and expense, return any 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, at **our** option, keep all or part of any recovered theft **loss** or other salvaged property for which **you** have otherwise been paid or compensated. If the **auto** is subject to a lien or a **person** or entity other than **you** had an ownership interest in the **auto** at the time of the **accident** or **loss**, such **person** or entity may be included by **us** as a payee on any payment.

### Appraisal

If **we** and **you** do not agree on the amount of **loss**, either may request a non-binding appraisal of the **loss**, in a good faith attempt to resolve their

differences as to the amount of the **loss**. In this event, each party will select a competent and disinterested appraiser. The two appraisers will select a third disinterested appraiser to act as an umpire. Each appraiser will separately state their determination of the actual cash value and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A written award signed by any two of the appraisers shall determine, subject to the terms and conditions of this Policy, the amount payable for the **loss**. The appraisers have no authority to decide issues of coverage under this Policy. Each party will pay its chosen appraiser and bear the expenses of the appraisal and umpire equally.

Neither party shall be held to have waived any of their rights by any act relating to this appraisal provision, nor shall the amount of the **loss** so determined be binding or conclusive as to any party in any subsequent proceeding.

### **Other Insurance**

If other insurance also covers the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

## **GENERAL PROVISIONS APPLICABLE TO THE ENTIRE POLICY**

The following provisions and terms apply to the entire Policy and are incorporated into each Part and Section of each Part of the Policy.

### **Bankruptcy**

Bankruptcy or insolvency of the insured shall not relieve **us** of any obligations under this Policy. In the event of bankruptcy or insolvency of the **covered person**, an action for damages may be filed directly against **us** alone.

### **Transfer Of Your Interest In This Policy**

**Your** rights and duties under this Policy may not be assigned without **our** written consent. However, if the **named insured** shown on the Declarations Page dies, coverage will be provided to the surviving spouse, if a **permanent resident** in the same household at the time of death or the legal representative of the deceased **person** as if a **named insured** shown on the Declarations Page. This applies only with respect to the representative's legal responsibility to maintain or use **your insured auto**. Coverage will only be provided until the end of the policy period.

### **Our Right To Recover Payment**

If **we** make any payment under this Policy and the **person** to whom payment has been made has a right to recover damages from another, **we** shall be subrogated to that right. However, **our** right to recover is subordinate to the insured **person's** right to full compensation for their damages.

### **Policy Period and Territory**

This Policy applies only to **accidents** and **losses** during the policy period shown on the Declarations Page which occur within the United States of America, its territories or possessions or Canada, or while being transported between their ports.

### **Changes**

This Policy contains all the agreements between **you** and **us**; its terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of the change. **We** may revise the policy form to provide more coverage without additional premium charge. If **we** do this, **your** policy will automatically provide the additional coverage as of the date the revision is effective.

### **Payment of Premium**

If your initial premium payment, renewal premium payment, or installment premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned on the check, draft or remittance being honored upon presentment. If the check, draft, or other remittance is not honored upon presentment, this policy may, at **our** option, be deemed canceled from the date the premium payment was due, but **we** will give you ten (10) days notice of cancellation and the opportunity to redeem the dishonored check, draft, or other remittance as required by law. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or other remittance had been honored upon presentment.

### **Termination**

If **you** tender a payment to **us** or our representative for any full or partial payment of your premium, other than your initial premium, and the payment is returned to **us** because of insufficient funds, a closed account, or a stop payment, or if your premium payment is received after the due date but prior to the cancellation, a charge may be added to your account balance. This charge is in addition to any other remedies that may be allowed under the law including the cancellation of the coverage from the due date of the premium.

### Renewal Provisions

Renewal of this Policy is subject to **our** consent. When **we** consent to renew this Policy, **you** must pay the renewal premium in advance of the date that the Policy will expire. **Your** Policy will expire and **you** will have no coverage if **we** do not receive the required payment by the renewal date. **We** will not refuse to renew this Policy solely because of **your** age, sex, marital status, race, color or creed. **We** may refuse to renew this Policy by mailing notice of non-renewal to **you** at the address shown on the Declarations Page at least thirty (30) days prior to expiration.

### Cancellation or Non-Renewal Provisions

**You** may cancel this Policy by mailing and surrendering the Policy to **us** or by giving **us** advance written notice of the date cancellation is to take effect. If the Policy has been lost or destroyed and cannot be surrendered, **we** may, in lieu of such surrender, accept and in good faith rely on the written statement setting forth the fact of such **loss** or destruction. The surrender of the Policy to **us** for any cause by **you**, shall create a presumption that such surrender is concurred in by all **persons** so named.

Within thirty (30) days following such cancellation, **we** shall pay to **you** or to the **person** entitled thereto as shown on the Declarations Page, any unearned portion of any premium paid on the Policy and any unearned commission. If coverage has been provided to **you** for which no premium has been paid, **you** are liable for the premium owed for the period during which the Policy was in force.

**We** may cancel this Policy within the first sixty (60) days from the effective date of the insurance policy by mailing notice of cancellation to **you** at the address shown on the Declarations Page:

1. At least ten (10) days' notice, if cancellation is for non-payment of premium.
2. At least thirty (30) days' notice, via mail, in all other cases.

If the Policy has been in effect for sixty (60) days or more, or if it is a renewal, **we** may cancel only for non-payment of premium, fraud or material misrepresentation in the presentation of a claim or the suspension or revocation of the driver's license or motor vehicle registration of **you** or any other operator who either resides in the same household or customarily uses **your insured auto**, during the policy period, or, if it is a renewal, during its policy period or the one hundred eighty (180) days immediately preceding its effective date, subject to:

1. At least ten (10) days' notice, if cancellation is for non-payment of premium.
2. At least thirty (30) days' notice, via certified mail, in all other cases.

If the policy was canceled for nonpayment of premium and the premium was not paid because a check, draft, or other remittance was not honored upon presentment, cancellation shall be effective as of the premium due date. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or other remittance had been honored. The cancellation shall remain effective unless, within ten (10) days of the date of notice of cancellation was mailed, the **named insured** or the **named insured's** legal representative redeems the dishonored check, draft, or other remittance by presenting to us a cashier's check or money order for the full amount of the returned check, draft, or other remittance.

If the check, draft, or other remittance is redeemed within ten (10) days as set forth above, the coverage will be reinstated as of the premium due date.

### Multiple Auto Policies

If this policy and any other 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.

### Terms of Policy Conformed to Statute

If any terms of this Policy are in conflict with the statutes of Louisiana, they are amended to conform to these statutes, but such amendment is limited to the extent necessary to comply with minimal requirements of the statutes, and all other provisions shall be enforced.

### Loss Payable Clause

Loss or damage shall be paid, as interest may appear, to **you** or the loss payee shown in the Declarations Page or in a subsequent endorsement. Any and all defenses that **we** are able to assert against the **insured** shall be effective as to the loss payee and shall operate to invalidate the loss payee's interest under this policy.



**We** reserve the right to cancel or non-renew the policy as permitted by policy terms and any cancellation or non-renewal of this policy shall contemporaneously terminate this agreement as to any and all interest the loss payee may possess under this policy. **We** will give the same advance notice of cancellation or non-renewal to the loss payee as **we** give to the **named insured** shown in the Declarations Page.

When **we** pay the loss payee **we** shall, to the extent of payment, be subrogated to the loss payee's right to recovery. Nothing herein shall be held to vary, alter, waive or extend any of the terms, conditions, agreement or limitations of the policy, except as otherwise stated.

**Severability**

All provisions, terms and conditions of this Policy are deemed severed and should any provision, term or condition be found void or unenforceable by a court of competent jurisdiction it shall be deemed severed to the limited extent necessary for the provision to be enforceable; such severance shall have no impact on the remaining provisions, terms or conditions of this Policy, which shall otherwise remain in full force and effect.

In Witness Whereof, **we** have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by **our** authorized representative.

**<< Insert Name>>**

**<<Insert Name>>**

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**President**

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**Secretary**