

# EQUITY INSURANCE COMPANY

Administered by:  
<<GA NAME>>  
P. O. Box 143249  
Irving, TX 75014-3249  
Phone: (866) 424-9511  
Fax: (866)424-9510

MS License # 15014312

Claims: (800) 877-0226

## MISSISSIPPI PERSONAL AUTOMOBILE INSURANCE POLICY

### IMPORTANT

Please contact the company of any accident, however minor, immediately following the loss. If the accident involves serious injuries or fatalities, please provide the date of inquest if one is to be held. Delay in sending notice may jeopardize your claim rights.

### PLEASE READ YOUR POLICY

**NOTICE** - This has been issued based upon the reliance of the statements on the application. **Read it Carefully** and notify the Company (through your agent) of any misinformation or changes that may occur immediately.

THESE POLICY PROVISIONS WITH THE APPLICATION, DECLARATIONS PAGE, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.

# YOUR PERSONAL AUTOMOBILE POLICY - QUICK REFERENCE

## DECLARATIONS PAGE

NAME OF INSURANCE COMPANY  
 YOUR NAME AND ADDRESS  
 YOUR AUTO OR TRAILER  
 POLICY PERIOD  
 COVERAGE AND AMOUNTS OF INSURANCE

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## AGREEMENT

In consideration of the payment of the premium and fees in the amount **we** require and subject to the terms and conditions of the policy **we** agree to provide coverages as selected by **you**. The coverages **you** selected are shown in the **declarations** which form a part of this policy. The selected coverages in this policy apply only to losses which occur when the policy is in force.

This policy was issued in reliance upon the statements in the application and **declarations** and subject to all of the terms of this policy. **We** agree with **you** as follows:

## REPRESENTATIONS AND WARRANTIES

By acceptance of this policy **you** agree:

1. that the statements contained in the application, a copy of which is attached to and forms a part of this policy, and the statements in the **Declarations** are **your** representations and **you** warrant that they are true and correct; and
2. that this policy is issued in reliance upon the truth of those representations and warranties; and
3. that any material misrepresentations on this application may result in the voiding of the policy, at **our** discretion; and
4. that this policy embodies all agreements existing between **you** and **us** or any agents acting on behalf of **us**.

## DEFINITIONS

Words and phrases are defined below and they are bold faced or capitalized when used.

Throughout this policy, "**you**" and "**your**" refer to:

1. The name insured shown in the **Declarations**; and
2. The spouse of the named insured if residing in the same household and listed in the **declarations**.

"**We**", "**us**", and "**our**" refer to the Company providing this insurance. For purposes of this policy, any **private passenger auto** leased:

1. Under a written agreement to any person; and
2. For a continuous period of at least six months shall be deemed to be owned by that person.

"**Declarations**" means:

the declaration page and/or endorsement page **we** provide which lists the following:

1. Coverages **you** have obtained with the designated limit and/or deductible amount for each.
2. Vehicles **you** have opted to insure and are covered under this policy.
3. Drivers **you** have opted to insure and are covered under this policy.
4. Drivers **you** have listed as excluded and are NOT covered under this policy.
5. Other pertinent information regarding **your** policy.

"**Private passenger auto**" means:

A four (4) wheeled car, van, truck, or SUV designed for use primarily on public roads and highways, but does not include vehicles with dual rear axles or single axles with more than two wheels.

"**Your covered auto**" means:

1. Any **private passenger auto** shown in the **Declarations**.
2. Any **private passenger auto you** acquire during policy period, provided that **you** ask **us**, in writing, to insure it within thirty (30) days after **you** become the owner and **you** pay an additional premium if requested by the Company; provided no other

insurance policy provides coverage for said vehicle.

3. Any **private passenger auto you** acquire during the policy period in order to replace a vehicle shown in the **Declarations**, provided that **you** ask **us** in writing to insure it within thirty (30) days after **you** become the owner and pay an additional premium if requested by the Company; provided no other insurance policy provides coverage for said vehicle. If the vehicle **you** acquire replaces a vehicle already shown in the **Declarations**, it will have the same coverage as the vehicle it replaced. If the vehicle **you** replaced did not have coverage under Part D – Damage to **Your** Auto, **you** may add this or any other available coverage for the replacement vehicle. However, if **you** add any additional coverage and pay a premium fee, including that under Part D – Coverage to **Your** Auto, it will not become effective until after **you** ask **us** in writing to add the coverage.
4. Any **trailer you** own while attached to any **private passenger auto** listed in the **Declarations** or any **substitute auto**.
5. Any **private passenger auto you** are driving as a **substitute auto**. However, a **substitute auto** does not apply as **your covered auto** under Part C – Uninsured Motorist Coverage.

"**Non-owned auto**" means:

Any **private passenger auto** not owned by, furnished, or available for the regular use of **you** or any **family member**, while in the custody of and being **operated** by any listed driver as shown in the **declarations**. When operating a **non-owned auto** it must be done so with the permission of the owner and within the course and scope of such permission. However, a **non-owned auto** does not include any vehicle used as a **substitute auto** for a vehicle shown in the **declarations**.

"**Substitute Auto**" means:

Any **private passenger auto** being **operated** by or in the possession of any listed driver shown in the **declarations** for temporary use while **your covered auto** is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction. A **substitute auto** does not include a vehicle owned by **you**, a **family member**, any person residing with **you**, or a vehicle made available to **you** for **your** regular use. When operating a **substitute auto** it must be done so with the permission of the **owner** and within the course and scope of such permission. Temporary as outlined in this section is defined as 60 days or less.

"**Trailer**" means:

A platform or frame with wheels that is pulled behind a vehicle and is used to transport something.

"**Non-covered person**" as used in this Policy means:

1. Any person **operating your covered auto** and is not listed as a driver on the policy Application, **Declarations**, and/or added by an endorsement and is either a **Family member** or resides in the same household as the named insured.
2. An **operator** who is listed as an excluded driver on the Application, **Declarations** and/or added by an endorsement.
3. Any person who is **operating your covered auto** and is a regular and/or frequent **operator** of the vehicle and is not listed on the Application, **Declarations** and/or added by an endorsement.
4. Any person who is **operating your covered auto** and is listed as a registered owner of the vehicle and is not listed on the application, **declarations**, and/or added by an endorsement.
5. Any person operating **your covered auto, substitute auto, or non-owned auto** who is an unlicensed driver or whose driving privileges have been terminated, revoked, or suspended.
6. Any person who directly or indirectly intentionally causes **bodily injury** or **property damage**. The person shall be deemed to intend the natural and foreseeable consequences of his intentional acts.

"**Accident**" means:

A sudden, unexpected, and unintended collision of one or more vehicle(s) which results in **bodily injury** and/or **property damage**. An **accident** does

not include a collision which was either intended or could have reasonably been expected by the driver of **your covered auto, non-owned auto, or substitute auto**.

**"Bodily injury"** means:

Bodily harm or death of any person.

**"Property damage"** means:

Damage or destruction of tangible property including loss of use.

**"Family member"** means:

A person related to **you** by blood, marriage, or adoption who is a resident of **your** household, including a ward or foster child.

**"Occupying"** means:

In, upon, getting in, on, out, or off.

**"Operate"** means:

Physically controlling, having controlled, or attempting to control the movement of a vehicle or any action that could set the vehicle in motion.

**"Maintenance"** means:

Performance of services which are necessary to keep a vehicle in working order or to restore it to working order.

**"Derivative Claims"** means:

Loss of society, loss of companionship, loss of services, loss of consortium, and emotional loss of a loved one.

**"Crime"** means:

Any felony or action to flee from, evade or avoid arrest or detection by the police or other law enforcement agency.

## PART A - LIABILITY COVERAGE

### INSURING AGREEMENT

In return for payment of premium for this coverage and subject to the exclusions and limit of liability hereinafter stated, **we** will pay for **bodily injury or property damage** for which any **Covered person**, as defined in this part, becomes legally responsible due to an **accident**. **We** will settle or defend, as **we** consider appropriate, any claim or lawsuit for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle ends when **our** limit of liability for this coverage has been exhausted, however **we** will continue to provide a defense if required by law. **We** will not pay damages for **bodily injury or property damage** caused by a **non-covered person**, nor will **we** defend or pay any cost of defense. **We** will not be obligated to defend, settle, or pay any claim or any judgment not covered by this policy.

It is further understood and agreed that **we** are not obligated to pay, and shall not pay, attorney's fees for any legal or investigative work unless such attorney(s) are selected by **us**. It is further understood and agreed that **we** are not obligated to pay, and shall not pay, any sum which the **covered person**, as defined in this part, may be legally obligated to pay as a result of a lawsuit unless **we** receive actual notice by the **covered person** or their legal representative, of said lawsuit before any judgment has been entered. If **we** are defending **you** under a Reservation of Rights, **you** may obtain counsel of **your** choice, however in no event shall **we** be responsible for other than reasonable fees for an attorney experienced in that area of law.

**"Covered person"** as used in this Part means:

1. Any listed driver as shown in the **declarations** for the ownership, **maintenance**, or use of **your covered auto**.
2. Any listed driver as shown in the **declarations** when operating a **non-owned auto** or **substitute auto** while doing so with the permission of the owner and within the scope of such permission unless it is **operated** by a **non-covered person**.

3. Any person, other than a **non-covered person**, using **your covered auto** with **your** expressed permission and within the course and scope of that permission.

### SUPPLEMENTARY PAYMENTS

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

1. Up to \$100 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. Interest accruing after a judgment until such time as **we** offer to pay such judgment and accrued interest as long as it does not exceed **our** policy limits for such judgment.
3. Up to \$100 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request.
4. Other reasonable expenses incurred at **our** request other than loss of earnings.

### EXCLUSIONS

**We** do not provide Liability Coverage:

1. To any person who intentionally causes or who expects to cause **bodily injury or property damage**.
2. To any person for **property damage** to any property owned by or being transported by that person.
3. For **property damage** to any property owned by, rented to, being transported by, used by, or in the care or custody of a **covered person** or any person residing in **your** household.
4. For **bodily injury** to an employee, employer, or co-worker of a **covered person** when injured in an **accident** during the course of employment. This exclusion does not apply to domestic employees who are not covered or required to be covered under any workers compensation laws.
5. To any vehicle or person while the vehicle is being used to carry persons or property for a fee or compensation, of any type, including but not limited to food deliveries, postal deliveries, and newspaper deliveries. This exclusion does not apply to a share-the-expense carpool.
6. To any person while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing, washing, drying, parking, delivery, or road testing of **your covered auto** or **substitute auto**.
7. To any person, other than a listed driver as shown in the **declarations**, while operating **your covered auto**, a **substitute auto**, or a **non-owned auto** during the scope of employment or for the benefit of the person's employer.
8. For the ownership, **maintenance**, or use of a motorcycle, all-terrain vehicle (ATV), recreational off-highway vehicle, utility task vehicle (UTV), golf cart, or any motorized vehicle having less than four wheels.
9. To any vehicle, other than **your covered auto**, which is owned by **you** or is furnished and/or made available to **you** for **your** regular use.
10. To any vehicle, other than **your covered auto**, which is owned by or is furnished and/or made available for the regular use to any person who resides in **your** household.
11. To any person using **your covered auto** without **your** expressed permission or not within the course and scope of such permission.
12. To any person for **bodily injury or property damage** for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
13. For any person's liability arising out of the ownership or operation of a vehicle while it is being tested, repaired, serviced, or used in

- any organized or unorganized racing event, speed contest, or exhibition.
14. For any person's liability arising out of any contract or agreement, or to any obligation under the Federal Torts Claims act.
  15. For any person's liability arising out of the ownership or operation of a vehicle while it is being used as a residence or premises.
  16. For **bodily injury to you**, any **family member**, any person as shown in the **declarations**, or any person residing in **your** household.
  17. For any vehicle while being **operated** or used in the commission of a **crime**, other than a traffic violation.
  18. For the payment of punitive or exemplary damages, whether arising from or resulting from actual or alleged malicious, intentional, fraudulent, or reckless conduct.
  19. To **your covered auto** or any **covered person** if the resulting **property damage** is to another vehicle **you** own or any vehicle owned by any person residing in **your** household.
  20. To **your covered auto** while being rented, leased or offered to others for a fee or compensation.
  21. To any vehicle which is being **operated** by a **non-covered person**.

### LIMIT OF LIABILITY

The limit of liability shown on the **Declarations** page is the most **we** will pay regardless of the number **covered persons**, covered vehicles, claims made, vehicles involved in an **accident**, lawsuits brought, or premium paid subject to the following:

1. The limit for "each person" is the maximum **we** will pay for **bodily injury** sustained by any one person in any one **accident** and includes all **derivative claims**.
2. Subject to the **bodily injury** limit for "each person", the limit for "each accident" is the maximum **we** will pay for **bodily injury** sustained by two or more persons in any one **accident** and includes all **derivative claims**.
3. The **property damage** liability limit for "each occurrence" is the maximum **we** will pay for all damage to property in one occurrence.
4. Notwithstanding any other provisions in this policy and its **declarations**, the maximum limit of **bodily injury** liability coverage for any person qualifying as a "**covered person**" other than the named insured or a listed driver as shown in the **declarations**, is \$25,000 per person and the maximum limit of liability for **bodily injury** liability coverage per each occurrence is \$50,000 and the maximum limit of liability for **property damage** liability coverage per occurrence is \$25,000.

Any amount payable under this coverage to or for an injured person will be coordinated with benefits or payment(s) made to that person under the medical payments coverage. Additionally, any amount paid under this coverage to or for an injured person shall offset under the uninsured motorist bodily injury coverage (if applicable).

### FINANCIAL RESPONSIBILITY LAWS

If **we** certify this policy as proof of Financial Responsibility, it will comply with the law to the extent of the coverage required in Mississippi. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

### OTHER INSURANCE

If there is other applicable insurance, **we** will pay only **our** fair share. **Our** fair share is the proportion that **our** limit of liability bears to the total of applicable limits. However, any insurance **we** provide with respect to a **non-owned auto** or a **substitute auto** shall be excess over any other collectible insurance and the insurance on such a vehicle and other collectible insurance shall be primary.

## PART B – MEDICAL PAYMENTS COVERAGE

### INSURING AGREEMENT

In return for payment of premium for this coverage and subject to the exclusions and limit of liability hereinafter, **we** will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury** caused by an **accident** and sustained by a **covered person**. **We** will pay only those expenses incurred within one year from the date of an **accident**.

"Covered Person" as used in this Part means:

1. **You**, any **family member**, or any listed driver as shown in the **declarations** while **occupying** a vehicle designed for use primarily on public roads and highways.
2. Any person while **occupying your covered auto** with **your** expressed permission.
3. **You**, a **family member**, or any listed driver as shown in the **declarations** as a pedestrian when struck by a vehicle or **trailer** designed for use primarily on public roads and highways.

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim including full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. The **covered person** shall submit to reasonable questioning concerning any claim made under this policy and provide an authorization which would allow **us** to obtain medical reports and copies of the records.

### EXCLUSIONS

**We** do not provide Medical Payments Coverage for any person for **Bodily Injury**:

1. sustained while **occupying** a motorcycle or all-terrain motorized vehicle having two, three, or four wheels.
2. sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee or compensation of any type including but not limited to food deliveries, postal deliveries, and newspaper deliveries. The exclusion does not apply to a share-the-expense car pool.
3. sustained while **occupying** any vehicle when being used as a residence or premises.
4. occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
5. sustained while **occupying** or when struck by any vehicle (other than **your covered auto**) which is owned by **you** and/or furnished or made available for the regular use of **you**, any person residing in **your** household, or any listed driver.
6. sustained while **occupying your covered auto** without the permission of the owner or not within the scope of such permission.
7. caused by discharge or a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion, or revolution, or any consequence of any of these.
8. from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
9. to that amount of any medical expense which is paid or payable to or on behalf of the injured person under the provision of any:
  - a. automobile or premises insurance affording benefits for medical expenses;
  - b. individual, blanket or group accident insurance, disability, or hospitalization insurance;
  - c. medical or surgical reimbursement plans; or
  - d. workers' compensation or disability law or any similar law.
10. arising out of **operating** of any automobile insured under this policy which is designed for racing while being tested, repaired or serviced, or while used, operated, manipulated, or maintained in

- any prearranged or organized race or speed test, including “hot rod” or “stock” racing.
11. sustained in the commission of a **crime**, other than a traffic violation.
  12. sustained while **your covered auto** is being rented, leased, or offered to others for a fee or compensation.
  13. sustained while any vehicle is **operated** by a **non-covered person**.
  14. sustained while **occupying** any vehicle when it is being used in the business or occupation of a **covered person**.
  15. sustained by any person who intentionally causes or expects to cause **bodily injury** or **property damage**.

### LIMIT OF LIABILITY

The limit of liability shown in the **Declarations** for this coverage is **our** maximum limit of liability for any one person injured in any one **accident**. Any amounts payable for expenses under this coverage shall be coordinated with benefits or payments made for the same expenses under any Liability Coverage or Uninsured Motorist Bodily Injury (if applicable).

### OTHER INSURANCE

If there is any other applicable auto medical payments insurance, **we** will pay only **our** fair share. **Our** fair 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 shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses and any other insurance on the motor vehicle involved in the accident shall be considered primary.

### PAYMENT OF BENEFITS

At **our** discretion, **we** may pay the **covered person**, the person providing the medical services, or the person responsible for payment of the medical expenses. No payment will be made under this coverage unless the injured person or his legal representative agrees, in writing, that any payment shall be applied toward any settlement or judgment that person received under any Liability Coverage or Uninsured Motorist Bodily Injury Coverage.

### TRUST AGREEMENT

When **we** pay medical expenses, the **covered person** or legal representative must agree, in writing, to repay **us** out of any damages recovered from anyone responsible for causing the **bodily injury**. The **covered person** must also agree in writing to hold in trust and preserve for **us** any rights of recovery against anyone.

### OUR RIGHT TO RECOVER FROM OTHERS

After **we** have made medical payment coverage payments, **we** have the right to recover the payment from anyone who is held responsible. The **covered person** must sign any papers and do whatever else is necessary to transfer this right to **us**. The **covered person** has no authority to waive **our** right to recovery without first obtaining **our** written permission to do so.

## PART C - UNINSURED MOTORISTS COVERAGE

### INSURING AGREEMENT

In return for payment of premium for this coverage and subject to the exclusions and limit of liability hereinafter stated, **we** will pay damages which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** or **property damage** sustained by a **covered person** and caused by an **accident**. The owner's or operator's liability for these damages must arise out of the ownership, **maintenance**, or use of an **uninsured motor vehicle**.

**"Covered Person"** as used in this part means:

1. **You** or any **family member**.
2. Any listed driver as shown in the **declarations**.
3. Any other person **occupying your covered auto** with **your** expressed permission.

A **"Class I Insured"** includes the named insured and, while a resident of the same household, the spouse of any such named insured and relatives of either, while in a motor vehicle or otherwise. Coverage for a Class I Insured is very broad and includes all instances when a member of Class I is injured by an uninsured motorist, even if said person is not in the insured motor vehicle.

A **"Class II Insured"** includes any person who uses, with the express or implied consent of the insured, the motor vehicle to which the policy applies. Coverage for a Class II Insured is more limited than that for a Class I Insured in that damages or injuries must "arise out of the ownership, maintenance or use of the insured motor vehicle."

**"Uninsured Motor Vehicle"** means a land motor vehicle licensed and designed for use primarily on public roads and highways or a **trailer** licensed and designed for use primarily on public roads and highways while attached to a land motor vehicle:

1. To which no **bodily injury** or **property damage** liability bond or insurance policy applies at the time of the **accident**.
2. To which a **bodily injury** or **property damage** liability bond or insurance policy applies at the time of the **accident**, but the bonding or insuring company legally denies coverage or is or becomes insolvent within one year after the **accident**.
3. For **bodily injury** and/or **property damage**, which is a hit-and-run vehicle whose owner or operator cannot be identified and which makes actual physical contact between such hit-and-run vehicle and:
  - a. **you**, any **family member**, or any listed driver as shown in the **declarations**
  - b. a vehicle which **you**, any **family member**, or any listed driver as shown in the **declarations** are **occupying**, or
  - c. **your covered auto**.
4. To which a **bodily injury** or **property damage** liability bond or insurance policy is in effect at the time of the **accident**, but the sum of the limits of liability coverage under all policies is less than the combined limits of any uninsured motorist coverage available to **you** under this and other policies.

**"Uninsured Motor Vehicle"** does not include any vehicle:

1. Operated on rails or crawler treads.
2. Designed for use mainly off public roads.
3. In use as a residence or premises.
4. Owned or operated by a person protected by immunity under the Mississippi Tort Claims act unless the insured has exhausted all administrative remedies provided by that Act.

**"Underinsured Motor Vehicle"** means a vehicle in which coverage is provided through a liability bond or an insurance policy however the liability limits under that bond or policy are not sufficient to cover the **property damage** or **bodily injury** for an **accident**. **You**, a **family member**, or any listed driver as shown in the **declarations** and who are residing in **your** household may stack uninsured motorist coverage equal to the total number of vehicles insured under this policy. Additionally, **we** may offset the total uninsured motorist payment by any prior amount received under any other auto liability and/or medical payment coverage.

Any judgment for damages arising out of a lawsuit brought without notice and service of a summons upon **us** as required by law, is not binding on a claim being made by any **Covered Person**, against **us**. A default judgment rendered against the owner or operator of an **uninsured motor vehicle** shall not be binding nor determinative of any issue arising in a claim being made by any **Covered Person**. Further, all provisions under Part E – Duties After an Accident or Loss shall be fully applicable hereto. This shall not be

interpreted as excluding any other provisions of this policy that might also be applicable to this coverage.

### EXCLUSIONS

1. **We** do not provide Uninsured Motorists Coverage for **bodily injury** and/or **property damage** sustained by any person:
  - a. If that person or the legal representative settles the **bodily injury** and/or **property damage** claim without **our** written consent.
  - b. Using a vehicle without **your** permission or not within the course and scope of **your** permission.
  - c. When this **bodily injury** and/or **property damage** was sustained in the commission of a **crime**, other than a traffic violation.
2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' or workmens' compensation, disability benefits, or similar law.
3. **We** do not provide coverage for punitive or exemplary damages.

### NOTICE

**You** or someone on **your** behalf must report the accident within 24 hours to the police. **We** must also be notified within thirty (30) days after any **covered person** has determined that the other motor vehicle is uninsured and/or its identity is unascertainable and the intent of the **covered person** is to file a claim under the **uninsured motorist coverage**. If these conditions are breached and **we** have been prejudiced because of same, then the coverage may be voided.

### LIMIT OF LIABILITY

Subject to the laws of Mississippi, **we** will pay no more than the maximums shown on the **declarations** page for coverage under this Part C.

1. The most **we** will pay for all damages resulting from **bodily injury** to one person caused by any one **accident** is the uninsured motorist limit provided on the **Declaration** page for "each person". This includes all **derivative claims**.
2. Subject to the limit for "each person", the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit shown in the **Declarations** for "each accident". This includes all **derivative claims**.
3. The maximum **property damage** **we** will pay is the actual cash value of **your covered auto**, or the cost of repairs to **your covered auto**, or the amount listed on the **Declaration** page as the Limit of Liability afforded under the Uninsured Motorist Property Damage coverage, whichever is less, and shall be subject to a \$200 deductible.

At the company's sole discretion, the company may pay any loss or repair or replace **your covered auto** or its damaged parts, with parts furnished either by original equipment manufacturers or non-original equipment manufacturers. If **your covered auto** is a total loss and **you** provide proof of **your** replacement of the total loss vehicle, **we** will reimburse title fees, license fees, and sales tax based on the actual cash value paid for the total loss or the replacement vehicle, whichever is less.

Any amounts otherwise payable for damages under this coverage shall be offset by:

1. All sums paid because of the **bodily injury** or **property damage** by or on behalf of any person or organization who may be legally responsible. This includes all sums paid under the Liability coverage of this policy.
2. Duplicate payments for the same element of loss.

Any payment under this coverage to or for a **covered person** will be coordinated with benefits or payments made or offset by any amount that

person is entitled to recover under the Liability Coverage, Medical Payment Coverage, or Coverage for Damage to Your Auto of this or any other policy.

### PROOF OF CLAIM

**You**, a relative, or someone on **your** behalf must have reported the accident to the police within 24 hours.

As soon as possible, the **covered person** making a claim under this coverage shall give **us** written proof of intent to present a claim under this Part, including submission of a sworn statement and proof of loss that provides full details of the **accident** which shall include the vehicles and people involved, the insurance companies involved for all the parties, the injuries and treatment for which a claim is being made, and any other reasonable information **we** may need to determine if coverage is due and if so the amount payable.

The **covered person** shall submit to reasonable questioning, under oath, and provide records or documents, if requested, concerning any claim made under this policy as often as **we** may require outside the present of any other claimants.

The **covered person** shall also give **us** an authorization which will allow **us** to obtain medical reports and copies of the records and shall submit to physical examinations by doctors chosen by **us** as often as **we** may reasonably require.

If a **covered person** is seeking coverage for an underinsured motorist claim **we** must have satisfactory proof of loss prior to consideration of any payment which may be rendered. This includes:

1. A copy of the police report and a written or verbal statement from the **covered person**.
2. A copy of the tortfeasor's declaration page confirming the underlying limits.
3. A letter from the primary insurance carrier(s) confirming the settlement offer(s) being extended.
4. A complete copy of the itemized bills, medical notes, and medical reports as related to the loss.
5. Any records **we** may reasonably request.

### OTHER INSURANCE

If **your covered auto** or a **covered person** is involved in an **accident**, then the coverage provided under Part C – Uninsured Motorist Coverage is primary after all efforts have been exhausted in determining all available liability coverage. However, if seeking underinsured motorist coverage and there is other applicable similar insurance, **we** will pay only **our** fair share. **Our** fair share is the proportion that **our** limit of liability bears to the total of all applicable limits. Additionally, any insurance **we** provide with respect to a **non-owned auto** shall be excess over any other collectible insurance and the insurance on such a vehicle and other collectible insurance shall be primary.

### TRUST AGREEMENT/SUBROGATION

If **we** pay a **covered person** for a loss under this coverage:

1. **We** are entitled to recover from a **covered person** an amount equal to such payment if there is legal settlement made on behalf of the **covered person** against any person or organization legally responsible for the **bodily injury** and/or **property damage**.
2. A **covered person** must hold in trust for **us** all rights for which **you** a **covered person** have to recover money from any person or organization legally responsible for **bodily injury** and/or **property damage**.
3. A **covered person** must do everything proper to secure **our** rights and do nothing to prejudice these rights.
4. If **we** ask a **covered person** in writing, a **covered person** shall take the necessary or appropriate action, through a representative

designated by **us**, to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs, and attorney's fees incurred in the connection with this recovery.

5. A **covered person** must execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations the **covered person** and **us** as established here.

#### ACTION AGAINST US

A **Covered Person** must have complied fully with all the terms of this policy and this Part before any obligation for payment arises, and no action may be taken against **us** without and until compliance with all conditions and terms of this policy by the person(s) seeking coverage hereunder.

### PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

#### INSURING AGREEMENT

In return for payment of premium for this coverage and subject to the exclusions and limit of liability hereinafter stated, **we** will pay for direct and accidental **loss** to **your covered auto** less any applicable depreciation and less any applicable deductible shown in the **declarations** if the **declarations** indicate that coverage is afforded.

In addition to the above and subject to the exclusions and limit of liability herein stated, **we** will pay for direct and accidental **loss** (less any applicable depreciation and deductible amount) to a **substitute auto** or **non-owned auto** while **operated** by any listed driver as shown in the **declarations** if the **declarations** indicate that coverage is afforded.

"**Collision**" means **loss** caused by direct contact or upend with another object as occurring to **your covered auto**, **substitute auto**, or **non-owned auto** subject to the exceptions and exclusions stated herein. If there is a **loss** to a **non-owned auto**, **we** will provide the broadest **collision** coverage applicable to **your covered auto** shown in the **Declarations**.

"**Comprehensive**" means **loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with bird or animal or breakage of glass. If breakage of glass is caused by a **collision**, it will be considered a **loss** caused by **collision**. If there is a **loss** to a **non-owned auto**, **we** will provide the broadest **comprehensive** coverage applicable to **your covered auto** shown in the **Declarations**.

"**Diminution in Value**" means the actual or perceived decrease of market or resale value of an automobile, or part thereof measured after repair of physical **damage**.

"**Damage**" means physical damage to tangible property and does not include intangible economic loss such as **diminution in value**.

"**Loss**" means direct and accidental physical damage to the automobile or its parts, but "**loss**" does not include **diminution in value**.

"**Crime**" means any felony or action to flee from, evade or avoid arrest or detection by the policy or other law enforcement agency.

#### EXCLUSIONS

**We** will not pay for **loss** or **damage**:

1. To any auto under Part D while it is being used to carry persons or property for a fee or compensation of any type, including but not limited to food deliveries, postal deliveries, and newspaper deliveries. This exclusion does not apply to share-the-expense car pool.

2. Due and confined to wear-and-tear, freezing, mechanical or electrical breakdown, manufacturer defect, or failure or road damage to tires. This exclusion does not apply to the **damages** resulting from the total theft of **your covered auto**.
3. Due to radioactive contamination.
4. Due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion, or revolution, or any consequences of any of these.
5. To any device or instrument designed for the recording, reproduction, receiving, or transmittal of sound, radio waves, microwaves or television signals unless such device or instrument is factory installed in the dash or console opening specified by the manufacturer of the motor vehicle for the installation of such equipment.
6. To tapes, CD, mp3, smart phones, or other devices for use with equipment designed for the reproduction of sound.
7. To a camper body, pickup cover, cap, or shell whether attached or detached.
8. To TV antennas, awnings, cabanas, or equipment designed to create additional living facilities.
9. To **your covered auto** while being rented, leased, or offered to others for a fee or compensation.
10. To any auto under Part D for which **loss** or **damages** occurs while **operated** in any organized racing event, speed contest, or exhibition.
11. To **your covered auto** due to confiscation by authorities.
12. To furnishings, to custom carpeting, or any other equipment contained in or forming part of **your covered auto**, **substitute auto**, or **non-owned auto**, used for sleeping, cooking, refrigeration, and/or housekeeping; to custom installed bubble windows, height extending roofs, custom paint such as custom murals, graphics, or other custom-applied designs or to any other modifications to the original body of the auto.
13. To custom wheels, tachometers, pressure and temperature gauges, unless factory installed.
14. To modified or custom engines and carburetion systems, light bars, racing slicks and/or oversized tires, roll bars and lift kits, winches, utility boxes, and tool boxes.
15. To any instrument or device designed as a two-way mobile radio, citizens band radio, or cellular telephone.
16. To vehicle covers or front-end protectors.
17. To wearing apparel, personal effects, car seats, tools, or anything that is not attached to the vehicle at the time of loss.
18. To any non-dealer or non-factory installed equipment which mechanically or structurally changes **your covered auto** and results in an increase in performance or a change in appearance.
19. To equipment designed or used for the detection or location of radar.
20. With respect to a vehicle in which ownership is acquired by **you** or any listed driver shown in the **declarations** during the policy period, unless **you** have notified **us** in writing within 30 days of such acquisition that **you** wish to add such vehicle to the policy.
21. Due to the theft and resulting damage (if any) under **comprehensive** and/or **collision** coverage if evidence exists that forcible entry was not required to gain access to the vehicle, or that evidence exists that keys were left in the auto while it was unattended, or that no evidence exists that ignition wires, steering column, or starting mechanism were altered or defeated to **operate** the automobile without keys.
22. To any auto under Part D while being **operated** or used in the commission of a **crime**, other than a traffic violation.
23. Caused by **you**, any driver listed in the **declarations**, **family member**, or any member of **your** household who intentionally causes or expects to cause **property damage** to any auto under Part D.
24. For **diminution in value** for any auto under Part D.
25. To **your covered auto** while **operated** by any person that is not a listed driver as shown in the **declarations** and while being used



during the scope of employment or for the benefit of the person's employer.

26. To any auto under Part D while it is being **operated**, maintained, or used by a **noncovered person**.
27. Loss to a **non-owned auto** arising out of its use by a **covered person** in the automobile business.
28. For theft, fire, or vandalism to any **non-owned auto**.
29. To **your covered auto** while being rented, leased, or offered to others for a fee or compensation.
30. Occurring while the operator of the auto insured under Parts D 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 substance which were not legally prescribed for the operators use.

### RENTAL REIMBURSEMENT COVERAGE

If a covered **collision** or **comprehensive loss** occurs to any vehicle as shown in the **declarations** and the amount of the **damages** exceeds the applicable deductible amount, the company will reimburse **you** for **your** rental expense as rented from a public automobile rental agency. The most **we** will pay is limited by the maximum daily rate and maximum covered days as specified in the **Declarations**. This coverage does not provide reimbursement or payment for charges associated with gas, mileage, additional drivers, or additional insurance.

Coverage begins:

1. For owned and insured vehicles which were disabled and deemed not safely drivable after the **loss**, coverage begins the day of the **loss**.
2. For owned and insured vehicles which were safely drivable after the **loss**, coverage begins the day the vehicle is delivered to a licensed body shop or mechanic for repairs. The repairs must have been authorized by the owner of the vehicle and the parts should have already been ordered by the licensed body shop or mechanic.
3. For owned and insured vehicles which were reported to the police and to **us** as stolen, coverage begins 24 hours after the theft has been reported to **us**.

Coverage ends:

1. The day the vehicle has been repaired and/or in the reasonable time frame in which the repairs should have been completed.
2. 5 days after **we** extend a settlement offer if **we** deem the vehicle to be a total loss or unrecoverable.

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

### TOWING AND LABOR COVERAGE

**We** will pay reasonable towing and the labor costs associated with the towing of **your covered auto** as administered by a public towing/wrecker service incurred each time **your covered auto** is disabled up to the amount shown in the **Declarations**. This coverage applies only to **your covered auto** for which the required premium is paid. This coverage does not include road side assistance or locksmith services.

### TRANSPORTATION EXPENSES

**We** will pay up to \$15 per day, to a maximum of \$450 for transportation expenses incurred by **you** because of the total theft of **your covered auto**. **We** will pay for transportation expenses incurred during the period beginning 48 hours after the theft has been reported to **us** and to the police and ending when **your covered auto** is found (limited by the \$450 maximum) or **we** offer to pay for its **loss**. This Transportation Expense will not apply if the Named Insured has purchased Rental Reimbursement Coverage.

### LIMIT OF LIABILITY

**Our** limit for liability for **loss** will be the lesser of:

1. The actual cash value of the stolen or damaged property, or
2. The amount necessary to repair or replace the property with deduction for depreciation. At the company's sole discretion, the company may pay any **loss** or repair or replace **your covered auto** or its damaged parts, with parts furnished either by original equipment manufacturers or non-original equipment manufacturers, or
3. If **your** vehicle is a total loss and **you** provide proof of **your** replacement of the total loss vehicle, **we** will reimburse title fees, license fees, and sales tax based on the actual cash value paid for the total loss or the replacement vehicle, whichever is less.
4. The limit stated in the **Declarations**.

Additionally, **our** limit of liability for payment to **you** shall not:

1. Exceed four (4) days of storage charges incurred prior to the date **you** report a **loss** or **accident** to **us**.
2. Exceed the towing or wrecker charges to the nearest authorized repair facility.
3. Exceed \$500 for any **loss** to a **trailer**.
4. Exceed two (2) days of storage once **we** have requested to move any auto as listed under Part D to a facility of **our** choosing.

### PROOF OF LOSS

**You** must file written proof of **loss** within thirty (30) days from the date **we** request it or there will be no coverage under this Part D. This includes any affidavits **we** send to **you** to assist **us** with the claim handling which includes but is not limited to theft affidavit, fire affidavit, flood affidavit, vandalism affidavit, member of household affidavit, and unlisted driver affidavit.

### PAYMENT OF LOSS

At **our** discretion, **we** may pay for **loss** in money or by replacing or repairing the damaged or stolen vehicle with aftermarket parts and/or non-original equipment parts. **We** may, at **our** 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** to the property resulting from the theft. **We** may take all or part of the property at an agreed or appraised value, but there shall be no abandonment to the Company.

**You** may not require **us** to pay for any **loss** or **damage** until thirty (30) days after **you** have complied with all the terms and conditions of this policy.

### APPRAISAL

If **you** and **we** fail to agree as to the amount payable, then the dispute shall be decided by appraisal as described herein. Each will appoint a competent and disinterested appraiser. A consensus of Actual Cash Value/Damages in writing by the two appraisers will be binding and will determine the amount payable subject to the terms of the policy. If a consensus cannot be reached, the two appraisers will appoint a third appraiser to reach an agreement. Each party will pay the expenses of their chosen appraiser. Expenses for the cost of the third appraiser will be shared equally. **We** do not waive any of **our** rights by agreeing to an appraisal.

### NO BENEFIT TO BAILEE

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

### OTHER INSURANCE

If other similar insurance also covers the **loss**, **we** will pay only **our** fair share, unless the **loss** is to a **non-owned auto** or a **substitute auto**, then **we** will not

pay until any other valid and collectible insurance has paid for such **loss**. Any valid and collectible insurance afforded by this policy will be excess only.

## PART E – DUTIES AFTER AN ACCIDENT OR LOSS

**We** must be notified within 24 hours by **you** or someone on **your** behalf of how, when, and where the **accident** or loss happened. Notice should also include the name and contact information of all drivers, any injured person, and any witnesses. Failure to give notice as required herein may render this policy voidable.

A person seeking coverage must:

1. Cooperate with **us** in the investigation, settlement, or defense of any claim or lawsuit. This includes attendance at any hearings, mediations, or trials that **we** request.
2. Promptly send **us** copies of any letters, notices, legal papers, or lawsuits received in connection with the **accident** or loss.
3. Submit at **our** expense and as often as **we** reasonably require, to physical examinations by physicians **we** select.
4. Execute and provide authorization forms which enable **us** to obtain medical reports, employment records, and other pertinent records.
5. Submit a proof of loss or other forms when required by **us**.
6. Submit to separate recorded statements under oath outside of the presence of any other claimant or insured as often and reasonably as **we** require.
7. Assist in mitigating damages and cost after a loss.
8. Give **us** consent to move **your** damaged property to a storage free facility at **our** cost. If **you** do not give consent, **we** will only pay the storage costs which will have resulted if **we** had moved the damaged property. If it is decided that the damaged property should be returned to the owner, **we** will do so at **our** cost.
9. Completely and accurately disclose information **we** request.
10. Allow **us** to view and photograph vehicles, property, and location of losses.
11. Contact the police immediately following a loss or **accident** if the damages exceed \$500 or involves an injury to any person.

A person seeking Uninsured Motorist Coverage must also:

1. Notify the police within 24 hours of the **accident** if a hit-and-run driver is involved.
2. Promptly send **us** copies of the legal papers if a lawsuit is filed.

A person seeking Coverage for Damage to **Your Covered Auto** must also:

1. Take reasonable steps after loss, at **our** expense, to protect **your covered auto** and its equipment from further loss.
2. Permit **us** to inspect and appraise the damaged property before its repair or disposal.
3. Notify the police within 24 hours if **your covered auto** or its equipment is stolen.
4. Notify the police and/or fire department within 24 hours upon learning that **your covered auto** has been damaged by fire.

Complying with the above requirements is a prerequisite to coverage under this policy and a failure to comply with one or more of such requirements may void coverage under this policy and relieve the Company of all duties to make payment, defend, settle, or otherwise deal with or honor any claim made against a **covered person** or the Company.

## PART F - GENERAL PROVISIONS

### POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and losses which occur:

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

This policy territory is:

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

2. Canada.

This policy also applies to a loss or **accident** involving **your covered auto** while being transported between the ports.

This policy is intended for Mississippi residents only as it is issued in accordance with Mississippi laws and statutes and is rated accordingly. If **you** move to and/or reside in another state, **you** must inform **us** immediately of the change to **your** address. Failure to give such notice may render the policy void.

### ELECTRONIC DELIVERY OF INSURANCE DOCUMENTS

**We** may electronically deliver any policy information to **you** with **your** written and/or electronic signature consent. This includes but is not limited to the insurance policy, insurance cards, **Declarations**, endorsements, billing invoices, and any notices. Electronic delivery can be through means of an electronic mail address (e-mail) or posting on an electronic network or site accessible via the internet, mobile app, computer or any other electronic device, together with a separate notice sent by way of electronic mail address (e-mail). **You** may withdraw consent at any time by written notice to the Company.

### 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**.

Notice to **your** Agent, or knowledge possessed by **your** Agent, or other person shall not change or effect a waiver on any portion of this policy nor stop **us** from exerting any of **our** rights under this policy. This policy can only be changed by an endorsement **we** issue which is signed by **our** authorized representative.

If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional premium charge, **your** policy will automatically provide the additional coverage as of the day the revision is effective.

### LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage, no legal action may be brought against **us**;

1. By a person not insured under this policy unless **we** agree in writing that the **covered person** has an obligation to pay; or
2. Until the person, not an insured, has obtained a judgment against a person who is insured under the terms of this policy for a cause of action which is covered by this policy.

No person or organization has any right under this policy to bring **us** into any action to determine the liability of a **covered person**.

### TRANSFER OF YOUR INTEREST IN THIS POLICY

**Your** rights, duties, and coverage afforded 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 until the end of the policy period for:

1. The surviving spouse if a resident in the same household at the time of death, as if a named insured shown in the **Declarations**;
2. The legal representative of the deceased person as if a named insured shown in the **Declarations**. This applies only with respect to the representative's legal responsibility for the **maintenance** or use of **your covered auto**.

### OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this policy and the person to or for whom the payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do whatever is necessary to enable **us** to exercise **our** rights and shall do nothing after loss to prejudice them.
- 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 hold in trust for **us** the proceeds of the recovery and shall reimburse **us** to the extent of **our** payment.

## RENEWALS

Prior to the expiration of each policy period **we** may offer **you** the opportunity to renew this policy. **You** may elect to accept **our** renewal offer by complying with the terms and conditions of the offer and all applicable policy terms and conditions.

As a condition of **our** offer to renew this policy **you** must advise **us** of any necessary changes which may affect **your** policy. This includes but is not limited to:

1. a change to **your** mailing address
2. a change to **your** physical address
3. a change to the garaging address for any of the listed vehicles
4. a change of ownership for any of the listed vehicles
5. adding or deleting any additional vehicles
6. adding or deleting any regular operators
7. adding or deleting any additional members of **your** household age 15 or older. This includes students away at school and military personnel.
8. adding or deleting any registered owner for **any covered auto**.

Failure to notify **us** of any changes to **your** policy may affect coverage for a loss and render the policy void.

## TERMINATION

### A. CANCELLATION

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

1. The name 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 **you** at the address shown in this policy:
  - a. at least 10 days notice if cancellation is for nonpayment of premium;
  - b. at least 30 days 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; or
  - b. if **your** drivers 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.
  - c. if the policy was obtained through material misrepresentation, fraud, and/or a breach in warranty exists.

### B. NONRENEWAL

If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period.

### 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. There is no "grace period".

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.

Coverage to **your covered auto** will terminate immediately when a person other than **you** or any listed driver shown in the **declarations** becomes the owner of the auto, to any extent and by any method including but not limited to purchase, conditional sale, exchange, and/or installment payments of the auto.

### 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 cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to **our** manuals and **we** will send the refund to the appropriate party. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

### E. INSUFFICIENT FUNDS

Any check or electronic payment submitted as a down payment or renewal payment of the premium required for this policy which has not been honored by the payer's bank upon presentation for payment will render this policy null and void and there will be no coverage whatsoever for the time period or term of this policy for which payment was issued.

Additionally, any check or electronic payment submitted as a required payment during the policy period which has not been honored by the payer's bank upon presentation for payment will be considered as though no payment was ever received and the payment due date will default back to the due date as outlined in the original notice of cancellation.

## BANKRUPTCY

Bankruptcy or insolvency of the **covered person** shall not relieve **us** of any obligations under this policy.

## FRAUD AND MISREPRESENTATION

This policy was issued in reliance on the information **you** provided at the time of **your** application and subsequent renewals. The statements made by **you** in the application and throughout the policy including renewals and/or endorsements are also deemed to be warranties. Any false or misleading information provided by **you** to **us** which materially affects the acceptance or rating of the risk by **us**, by either direct misrepresentation, omission, concealment of facts or inconsistent statements, will result in **your** policy being null and void from its effective date. This paragraph shall also apply to misstatement of use and omission of fact. **We** do not provide coverage for any person who has made fraudulent statements or engaged in fraudulent conduct in connection with any **accident** or loss for which coverage is sought under this policy.

## CONFORMITY WITH STATE STATUTES

The coverages provided for in Part A and Part C of this policy pertaining to liability and uninsured motorist coverages are intended to be in full conformity with the Mississippi law applying to such coverages. If any provision of such coverages conflicts with such law, such provision is changed to comply with such law.

## EXCLUDED DRIVERS

The insurance provided by this policy shall not apply with respect to any claim arising from a loss or **accident** which occurred while the motor vehicle described in the policy or any other motor vehicles are being operated by the excluded driver(s) as listed in the Declarations. This exclusion of named driver(s) does not apply to Uninsured Motorist Coverage, unless any insured named in the policy rejects Uninsured Motorist Coverage in writing under this policy.

**UNLISTED MEMBER OF YOUR HOUSEHOLD DRIVER EXCLUSION**

The insurance provided by this policy shall not apply with respect to any claim arising from a loss or **accident** which occurred while the **private passenger auto** described in the policy, or any other vehicle, is being **operated** by a **family member** or member of **your** household that is not declared on the application, listed in the **declarations**, or added by endorsement. A non-listed **family member** or member of **your** household is considered a **non-covered person** whether driving with or without the owner's permission.

**TRANSPORTATION NETWORK COMPANY SERVICES**

"**Transportation Network Company**" or "**TNC**" means: a business entity operating in this state that uses a digital network or other means to connect riders to **transportation network company** services provided by **transportation network company** drivers for the purposes of providing transportation for compensation.

"**TNC services**" or "**services**" means: transportation of a passenger between points chosen by the passenger and prearranged with a driver through the use of a **TNC** digital network or software application. Services begin when a driver accepts a request for transportation received through the **TNC's** digital network or software application, continue while the driver transports the passenger in the driver's motor vehicle, and ends when the passenger exits the driver's motor vehicle. **TNC service** is not taxicab, limousine, street hail service, or any other commercially registered motor vehicle and commercially licensed driver.

This policy expressly excludes coverage otherwise afforded under this policy, for any **accident, bodily injury, or property damage** that occurs while the operator of **your covered auto** is providing services or is logged into the **TNC's** digital network and available to receive requests for transportation but is not providing services. This policy also excludes coverage to **you, any family member, or any listed driver** shown in the **declarations, for any accident, bodily injury, or property damage** which occurs while providing services or is logged onto the **TNC's** digital network and available to receive requests for transportations but is not providing

*In witness whereof*, the company caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the **declaration** page by a duly authorized representative of the company.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

services. This exclusion of coverage as well as **our** duty to defend applies to all coverage.

**LOSS PAYABLE CLAUSE**

This entire clause is void unless the name of the lienholder is inserted in the space provided under the policy **declaration** or in an endorsement adding a lienholder. Payment for damage to **your covered auto** will be made according to MS Statute 83-11-551 or any other applicable state statutes. Payment may be made both jointly or separately at **our** discretion.

**We** will not pay for loss caused by:

- a. Conversion, embezzlement, secretion by **you** or anyone acting on **your** behalf or at **your** direction.
- b. Fraudulent acts, misrepresentations, material omissions or intentional damage by **you** or anyone acting on **your** behalf or at **your** direction.
- c. Any physical damage exclusions specified in policy form or applicable endorsements.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you, a family member, or any listed driver** shown in the **declarations, the Loss Payee or Lienholder's** interest will not be protected.

Further, **we** reserve the right to cancel and/or non-renew the policy as outlined by the policy terms. If **we** cancel and/or non-renew the policy, **we** shall notify the lienholder at the same time as notice is given to the insured. Proof of mailing by **us** shall be proof of notice to lienholder.

If **you** fail to pay **your** premium due under this policy, the lienholder shall pay the premium. The lienholder shall notify **us** of any change of ownership or increase of hazard upon discover and unless otherwise authorized, the lienholder shall pay the premium for any increased hazards for the terms of the policy, otherwise the policy shall be deemed null and void.

If **you** fail to give proof of loss as required by the policy terms, the lienholder must do so. The lienholder shall be subject to provisions of the policy relating to appraisal, time of payment, and bring lawsuit.

Whenever **we** shall pay the lienholder any sum for loss or damages under the policy and no liability exists to **you, we** shall be subrogated to all rights of the party to whom payments are made.

**We** do not owe for towing and/or storage charges incurred by the lienholder if the lienholder elects to move the vehicle to their property or any other location of their choosing. Additionally, **we** do not owe for GPS and/or tracking devices embedded by the lienholder to any vehicle.