

AUTOMOBILE POLICY

ARKANSAS



616 South Boston Avenue
Tulsa, OK 74119

ARKANSAS PERSONAL AUTO POLICY QUICK REFERENCE

These policy provisions with the application, declarations page, and endorsements, if any, issued to form a part thereof, complete this policy.

This policy is a legal contract between you and us. The Personal Auto Policy has been:

- designed for your easy reference;
- simplified to make it more understandable; and
- arranged to better display the available coverage.

READ YOUR POLICY CAREFULLY.

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PERSONAL CAR POLICY

AGREEMENT

In CONSIDERATION (return for payment) of the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

- A.** Throughout this policy, “you,” “your” and “yourself” refer to:
1. The “named insured” shown in the Declarations; and that person’s husband or wife if a resident of the same household; and
 2. A “family member” who is a resident of the household and who doesn’t own a vehicle; and
 3. A “family member” who is not an excluded driver.
- B.** “We,” “us” and “our” refer to the Company providing this insurance.
- C.** For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.

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

- D.** “Bodily injury” means bodily harm, sickness or disease, including death that results.
- E.** “Business” includes trade, profession or occupation.
- F.** “Family member” means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G.** “Occupying” means in, upon, getting in, on, out or off.

H. "Property damage" means physical injury to, destruction of or loss of use of tangible property.

I. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:
 - a. a private passenger auto; or
 - b. a pickup or van that;
 - (1) has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision (J.2.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it

replaced. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

This provision (J.4) does not apply to Coverage for Damage to Your Auto.

5. With respect to Coverage for Damage to Your Auto only: Any auto (1) provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle. (2) rented or leased from a rental car company for a period of not more than 90 days.
- K.** "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A.** Subject to the conditions herein, we will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the “insured”. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

If a duly licensed automobile dealer provides a vehicle to you or a “family member” for use as a temporary substitute for any other vehicle described in the definition of “your covered auto” while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle; or the vehicle is rented or leased from a rental company for a period of not more than 90 days, coverage shall extend to such loaned or rented vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced or substituted.

- B.** “Insured” as used in this Part means:
1. You or any “family member” for the ownership, maintenance or use of any auto or “trailer”.
 2. Anyone using, with permission of the person named on the declarations page as the named insured, “your covered auto”.
 3. For “your covered auto,” any person or organization, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or “trailer”, other than “your covered auto,” any other person or organization, but only with respect to legal responsibility for acts or omissions of you or any “family member” for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or “trailer”.

SUPPLEMENTARY PAYMENTS

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

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in “bodily injury” or “property damage” covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment Which does not exceed our limit of liability for this coverage.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

EXCLUSIONS

A. We do not provide Liability Coverage for any person:

1. Who intentionally causes “bodily injury” or “property damage”.
2. For “property damage” to property owned or being transported by that person.
3. For “property damage” to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;
that person.

This exclusion (A.3.) does not apply to “property damage” to a residence or private garage.

4. For “bodily injury” to an employee of that person during the course of employment. This exclusion (A.4.) does not apply to “bodily injury” to a

domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. For that persons liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (A.5.) does not apply to a share-the-expense car pool.

6. While employed or otherwise engaged in the "business" of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery.

This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. you;
 - b. any "family member"; or
 - c. any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup or van that you own; or
 - c. "trailer" used with a vehicle described in a, or b, above.

8. Using a vehicle without a reasonable belief that that person is entitled to do so.
9. For “bodily injury” or “property damage” for which that person:
 - a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy, but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. American Nuclear Insurers;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any motorized vehicle having fewer than four wheels.
2. Any vehicle, other than “your covered auto,” which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
3. Any vehicle, other than “your covered auto,” which is:
 - a. owned by any “family member”; or
 - b. furnished or available for the regular use of any “family member”.

However, this exclusion (B.3.) does not apply to you while you are maintaining or “occupying” any vehicle which is:

- a. owned by a “family member”; or
- b. furnished or available for the regular use of a “family member”.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of “bodily injury” sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident. The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all “property damage” resulting from any one auto accident. This is the most we will pay regardless of the number of:
1. “Insureds”;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident.
- B.** We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision (B) will not change our total limit of liability.

OUT OF STATE COVERAGE

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

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

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

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. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. To demonstrate the vehicle; or
2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury:"
1. Caused by accident; and
 2. Sustained by an "insured"; or
 3. If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle; or the vehicle is rented or leased from a rental company for a period of not more than 90 days, coverage shall extend to such loaned or rented vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced or substituted.

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

B. "Insured" as used in this Part means:

1. You or any "family member";
 - a. while "occupying"; or
 - b. as a pedestrian, when struck by:
a motor vehicle designed for use mainly on public roads, or a trailer of any type.
2. Any other person while "occupying" "your covered auto."

EXCLUSIONS

We do not provide Medical Payments Coverage for any person for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (2) does not apply to a share-the-expense car pool.

3. Sustained while "occupying" any vehicle located for use 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:
 - a. owned by you; or
 - b. furnished or available for your regular use.

6. Sustained while “occupying”, or when struck by, any vehicle (other than “your covered auto”) which is:
 - a. owned by any “family member”; or
 - b. furnished or available for the regular use of any “family member.”

However, this exclusion (6) does not apply to you.

7. Sustained while “occupying” a vehicle without a reasonable belief that that person is entitled to do so.
8. Sustained while “occupying” a vehicle when it is being used in the “business” of an “insured”. This exclusion (8) does not apply to “bodily injury” sustained while “occupying” a:
 - a. private passenger auto;
 - b. pickup or van that you own; or
 - c. “trailer” used with a vehicle described in a, or b, above.
9. Caused by, or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled, or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.

LIMIT OF LIABILITY

A. The limit of liability show in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide 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.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. To demonstrate the vehicle; or
2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle."

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle; or the vehicle is rented or leased from a rental company for a period of not more than 90 days, coverage shall extend to such loaned or rented vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced or substituted.

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto."
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2.

C. "Property damage" as used in this Part means injury to or destruction of "your covered auto."

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "your covered auto."
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. denies coverage; or
- b. is or becomes insolvent.

However, “uninsured motor vehicle” does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any “family member.”
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for “property damage” or “bodily injury” sustained by any person:

1. While “occupying”, or when struck, by any motor vehicle owned by you or any “family member” which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. If that person or the legal representative settles the “bodily injury” or “property damage” claim without our consent.
3. When “your covered auto” is being used as a public or livery conveyance. This includes but is not limited to any period of time “your covered auto” is being used by any person who is logged into a “transportation network platform” as a driver, whether or not a passenger is “occupying” the vehicle.

This exclusion (2) does not apply to a share-the-expense car pool.

4. Using a vehicle without a reasonable belief that that person is entitled to do so.

5. For the first \$200 of the amount of “property damage” to “your covered auto.” This exclusion (A.5) does not apply if:
 - a. We insure “your covered auto” for both collision and “property damage” uninsured motorists coverage; and
 - b. The operator of the “uninsured motor vehicle” is positively identified and is solely at fault.

B. This coverage shall not apply directly or indirectly to benefit:

1. Any insurance or self-insurer under any of the following or similar law:
 - a. Workers’ compensation law or
 - b. Disability benefits law.
2. Any insurer of property.

C. No payment will be made for loss paid or payable to the “insured” under Part D of the policy.

LIMIT OF LIABILITY

- A.** The limit of Bodily Injury Liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death arising out of “bodily injury” sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for “bodily injury” resulting from any one accident. The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all “property damage” resulting from any one accident. This is the most we will pay regardless of the number of:
1. “Insureds”;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.

B. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums:

1. Paid because of the “bodily injury” or “property damage” by or on behalf of persons or organizations who may be legally responsible; and
2. Paid or payable because of the “bodily injury” under any of the following or similar law:
 - a. workers’ compensation law; or
 - b. disability benefits law.

OTHER INSURANCE

If there is other applicable similar 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.

Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. To demonstrate the vehicle; or

The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

ARBITRATION

A. If we and an “insured” do not agree:

1. Whether that person is legally entitled to recover damages under this Part;
or
2. As to the amount of damages;

then the matter may be arbitrated. However, arbitration will take place only if both we and the “insured” agree, voluntarily, to have the matter arbitrated. If so agreed, each party will elect an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B.** Any decision of the arbitrators will not be binding on either party.
- C.** Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D.** Unless both parties agree otherwise, arbitration will take place in the county in which the “insured” lives. Local rules of law as to procedure and evidence will apply.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A.** We will pay for direct and accidental loss to “your covered auto” or any “non-owned auto,” including their equipment minus any applicable deductible shown in the Declarations. We will pay for loss to “your covered auto” caused by:
 - 1. Other than “collision” only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - 2. “Collision” only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a “non-owned auto,” we will provide the broadest coverage applicable to any “your covered auto” shown in the Declarations.

If a duly licensed automobile dealer provides a vehicle to you or a “family member” for use as a temporary substitute for any other vehicle described in the definition of “your covered auto” while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle; or the vehicle is rented or leased from a rental company for a period of not more than 90 days, coverage shall extend to such loaned or rented vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced or substituted.

- B.** “Collision” means the upset of “your covered auto” or a “non-owned auto” or their impact with another vehicle or object.

Loss caused by the following is considered other than “collision”:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny,
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.
3. With respect to Coverage for Damage to Your Auto only: Any auto (1) provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this

definition while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle. (2) rented or leased from a rental car company for a period of not more than 90 days.

TRANSPORTATION

In addition, we will pay without application of a deductible, up to \$15 per day, to a maximum of \$450, for:

1. Transportation expenses incurred by you in the event of the total theft of “your covered auto.” This applies only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a “non-owned auto.” This applies only if the Declarations indicate that Other Than Collision Coverage is provided for any “your covered auto.”

We will pay only the transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when “your covered auto” or the “non-owned auto” is returned to use or we pay for its loss.

EXCLUSIONS

We will not pay for:

1. Loss to “your covered auto” or any “non-owned auto” which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time “your covered auto” is being used by any person who is logged into a “transportation network platform” as a driver, whether or not a passenger is “occupying” the vehicle.

This exclusion (1.) does not apply to a share-the-expense car pool.

2. Damage due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure; or

- d. road damage to tires.

This exclusion (2.) does not apply if the damage results from the total theft of “your covered auto” or any “non-owned auto.”

3. Loss due to or as a consequence of:

- a. radioactive contamination;
- b. discharge of any nuclear weapon (even if accidental);
- c. war (declared or undeclared);
- d. civil war;
- e. insurrection; or
- f. rebellion or revolution.

4. Loss to:

- a. any electronic equipment designed for the reproduction of sound, including, but not limited to:
 - A.** radios and stereos;
 - B.** tape decks; or
 - C.** compact disc players,
- b. any other electronic equipment that receives or transmits audio, visual or data signals, including but not limited to:
 - A.** citizens band radios;
 - B.** telephones;
 - C.** two-way mobile radios;
 - D.** scanning monitor receivers;
 - E.** television monitor receivers;
 - F.** video cassette recorders;
 - G.** audio cassette recorders; or

H. personal computers.

- c. tapes, records, discs, or other media used with equipment described in a. or b.; or
- d. any other accessories used with equipment described in a. or b.

This exclusion (4.) does not apply to:

- a. equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in “your covered auto” or any “non-owned auto”; or
 - b. any other electronic equipment that is:
 - A.** necessary for the normal operation of the auto or the monitoring of the auto’s operating systems; or
 - B.** any integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of “your covered auto” or any “non-owned auto” normally used by the manufacturer for installation of a radio.
5. Loss of “your covered auto” or any “non-owned auto” due to destruction or confiscation by governmental or civil authorities because you or any “family member”
- a. engaged in illegal activities; or
 - b. failed to comply with Environmental Protection Agency or Department of Transportation standards.

This exclusion (5.) does not apply to the interests of Loss Payees in “your covered auto.”

6. Loss to a camper body or “trailer” you own which is not shown in the Declarations. This exclusion (6.) does not apply to a camper body or “trailer” you:
- a. acquire during the policy period; and
 - b. ask us to insure within 30 days after you become the owner.

7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
8. Loss to:
 - a. awnings or cabanas; or
 - b. equipment designed to create additional living facilities.
9. Loss to equipment designed or used for the detection or location of radar.
10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. special carpeting and insulation, furniture, bars or television receivers;
 - b. facilities for cooking and sleeping;
 - c. height-extending roofs; or
 - d. custom murals, paintings or other decals or graphics.
11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;vehicles designed for use on public highways. This includes road testing and delivery.
12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".

LIMIT OF LIABILITY

1. Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property.

However, the most we will pay for loss to any “non-owned auto” which is a “trailer” is \$500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover 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 “non-owned auto” shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the “non-owned auto”.
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. To demonstrate the vehicle; or

The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:

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:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same.
4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect “your covered auto” or any “non-owned auto” and its equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if “your covered auto” or any “non-owned auto” is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the “insured” shall not relieve us of any obligations under this policy.

CHANGES

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - 1. The number, type or use classification of insured vehicles;
 - 2. Operators using insured vehicles;
 - 3. The place of principal garaging of insured vehicles; or
 - 4. Coverage, deductible or limits.

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

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

FRAUD

We do not provide coverage for any "insured" 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.

LEGAL ACTION AGAINST US

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 - 1. We agree in writing that the "insured" has an obligation to pay; or

2. The amount of that obligation has been finally determined by judgment after trial.

B. No person or organization has any right under this policy to bring us into any action to determine the liability of an “insured”.

OUR RIGHT TO RECOVER PAYMENT

A. If we make a payment under this policy and the person to or for whom payment was made as a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply under Part D, against any person using “your covered auto” with a reasonable belief that that person is entitled to do so.

B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

We shall be entitled to a recovery under Paragraph A. or B., only after the person has been fully compensated for damages.

POLICY PERIOD AND TERRITORY

A. 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.

B. The policy territory is:

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

3. Canada.

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

TERMINATION

A. Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. at least 10 days notice if cancellation is for nonpayment of premium; or
 - b. at least 20 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 the policy was obtained through material misrepresentation.
 - c. If your driver's license or that of:
 - (1) any driver who lives with you; or
 - (2) any driver who customarily uses "your covered auto".
has been suspended or revoked. This must have occurred:
 - (1) during the policy period; or
 - (2) since the last anniversary of the original effective date if the policy period is other than 1 year;

However, we may not cancel under paragraph (B.3.c) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations 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.

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

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
 - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
 - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
 - (3) You are entering the armed forces of the United States of America; or

(4) "Your covered auto" was stolen or destroyed, and you request cancellation:

(a) within 30 days following the date "your covered auto" was stolen or destroyed; or

(b) within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.

c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

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.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declaration dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

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 to maintain or use "your covered auto."

B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

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

NON-DUPLICATION

No one will be entitled to receive duplicate payments for the same elements of loss.

ENDORSEMENTS

THE FOLLOWING ENDORSEMENTS APPLY TO YOUR POLICY ONLY IF THE ENDORSEMENT FORM NUMBER APPEARS ON THE DECLARATIONS PAGE.

UNDERINSURED MOTORISTS COVERAGE – ARKANSAS	3942 (10/16)
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This endorsement does not apply unless the form number appears on the declarations page.

This endorsement adds the following provisions to your policy:

UNDERINSURED MOTORISTS COVERAGE

Insuring Agreement

A. We will pay compensatory damages which an “insured” is legally entitled to recover from the owner or operator of an “underinsured motor vehicle” because of “bodily injury”:

1. Sustained by an “insured”; and
2. Caused by an accident.

The owner’s or operator’s liability for these damages must arise out of the ownership, maintenance, or use of the “underinsured motor vehicle”.

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an “insured” and the insurer of the “underinsured motor vehicle” and we:

- a. Have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement; and
- b. Advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the “underinsured motor vehicle” is insured by us for liability coverage, this provision (2.) shall not apply, and an “insured” may proceed with his or her claim for damages under this coverage anytime after settlement of that “insured’s” claim for damages under the liability coverage applicable to the owner or operator of the “underinsured motor vehicle”.

B. “Insured” as used in this endorsement means:

1. *You* or any “family member”.
2. Any other person “occupying” “your covered auto”.
3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies sustained by a person described in 1. or 2. above.

C. “Underinsured motor vehicle” means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident, but the amount paid for “bodily injury” under that bond or policy to an “insured” is not enough to pay the full amount the “insured” is legally entitled to recover as damages.

“Underinsured motor vehicle” does not include any vehicle or equipment.

1. to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which “your covered auto” is principally garaged.
2. owned by or furnished or available for the regular use of you or any “family member”.
3. owned by any governmental unit or agency.
4. operated on rails or crawler treads.
5. designed mainly for use off public roads while not upon public roads.
6. while located for use as a residence or premises.

7. owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. to which a bodily injury bond or policy applies at the time of the accident but the bonding or insuring company denies coverage, or is, or becomes insolvent.

Exclusions

- A. We do not provide Underinsured Motorists Coverage for “bodily injury” sustained by any person:
 1. While “occupying”, or when struck by, any “motor vehicle” owned by “you” or any “family member” which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. While “occupying” “your covered auto” when it is being used as a public or livery conveyance. This includes but is not limited to any period of time “your covered auto” is being used by any person who is logged into a “transportation network platform” as a driver, whether or not a passenger is “occupying” the vehicle.

This exclusion does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief the person may do so.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers’ compensation law; or
 2. Disability benefits law.

Limit of Liability

- A. The limit of liability shown in the declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of bodily injury sustained by any one person in any one car accident. Subject to this limit for each person, the limit of liability shown in the declarations for each accident for Underinsured Motorists Coverage is “our” maximum limit for all damages for bodily injury resulting from any one car accident. This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the declarations; or
 4. Vehicles involved in the accident.
- B. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible.
- C. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid or payable because of the "bodily injury" under any of the following or similar laws:
1. Workers' compensation law; or
 2. Disability benefits law.

Other Insurance

If there is other applicable similar 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.

Any insurance "we" provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. To demonstrate the vehicle; or

The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

Arbitration

Arbitration procedures are voluntary and non-binding.

Additional Duties

A person seeking coverage under this endorsement must also promptly:

1. Send “us” copies of the legal papers if a suit is brought; and
2. Notify “us” in writing by certified mail, return receipt requested, of a tentative settlement between the “insured” and the insurer of the “underinsured motor vehicle” and allow “us” 30 days to advance payment to that “insured” in an amount equal to the tentative settlement to preserve “our” rights against the insurer, owner or operator of such “underinsured motor vehicle.”

However, if the owner or operator of the “underinsured motor vehicle” is insured by us for liability coverage, this provision (2) shall not apply, and an “insured” may proceed with his or her claim for damages under this coverage anytime after settlement of that “insured’s” claim for damages under the liability coverage applicable to the owner or operator of the “underinsured motor vehicle”.

Written notice of a tentative settlement must include:

1. Written documentation of monetary losses incurred, including copies of all medical bills.
2. Written authorization or a court order authorizing “us” to obtain medical reports from all employers and medical providers; and
3. Written confirmation from the insurer of the “Underinsured Motor Vehicle” of the Liability Coverage limits of the owner or operator of the “Underinsured Motor Vehicle”.

The following section is added:

GENERAL PROVISIONS

The following is added to Our Right To Recover Payment Provision in Part F:

OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an “insured” and the insurer of an “underinsured motor vehicle”; and
2. Fail to advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the “insured” is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

However, no notice of a tentative settlement is required if the “underinsured motor vehicle” is insured by use for liability coverage.

AUTOMOBILE PERSONAL INJURY	3940
PROTECTION COVERAGE – ARKANSAS	(10/16)

This endorsement does not apply unless the form number appears on the declarations page.

The Company agrees with the “named insured” subject to all of the provisions of this endorsement and to all of the provisions of the policy not expressly modified herein, as follows:

Schedule of Benefits – Personal Injury Protection		
Coverages and limits provided are in accordance with the section number and limits schedule shown on the policy declarations.	Limits Schedule B	Limits Schedule C
Section I – Automobile Medical Payments Coverage	\$5,000	\$10,000
Section II – Work Loss Coverage	As stated in the Limit of Liability Provision	
Section III – Accidental Death Benefit per eligible injured person	\$5,000	\$5,000

**SECTION I –
AUTOMOBILE MEDICAL PAYMENTS COVERAGE**

The Company will pay benefits for “medical expense” with respect to “bodily injury” sustained by an “eligible injured person” caused by accident arising out of the maintenance or use of a “motor vehicle” as a “motor vehicle.”.

Exclusions

This coverage does not apply to “bodily injury”:

- (a) sustained by any person to the extent that benefits therefore are in whole or in part paid or payable under any workers’ compensation law, employer’s disability law or any similar law;
- (b) sustained by the “named insured” while “occupying” any “motor vehicle” owned by such “named insured” or furnished or available for his regular use and which is not an “insured motor vehicle”;
- (c) sustained by a “relative” while “occupying” any “motor vehicle” owned by or furnished or available for the regular use of either the “named insured” or such relative and which is not an “insured motor vehicle”;
- (d) sustained by any person other than the “named insured” or a “relative” while “occupying” any “motor vehicle” owned by or furnished or available for the regular use of either the “named insured” or any “relative” and which is not an “insured motor vehicle”;

(e) sustained by any person while “occupying” the “insured motor vehicle” while used as a public or livery conveyance. This includes but is not limited to any period of time “your covered auto” is being used by any person who is logged into a “transportation network platform” as a driver, whether or not a passenger is “occupying” the vehicle.

This exclusion does not apply to a share-the-expense car pool.

(f) unless such use is stated in the declarations;

(g) sustained by any person other than the “named insured” or a “relative” while “occupying” any “motor vehicle” other than the “insured motor vehicle” while used as a public or livery conveyance;

(h) sustained by any person other than the “named insured” or a “relative”,

(1) while “occupying” any “motor vehicle” other than the “insured motor vehicle” while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking “motor vehicles”, or

(2) arising out of the maintenance or use of any “motor vehicle” other than the “insured motor vehicle” or a motorcycle by such person while employed or engaged in any other business or occupation unless the “bodily injury” results from the operation or occupancy of a “private passenger automobile” by the “named insured” or by his private chauffeur or domestic servant, or of a trailer used therewith or with the “insured motor vehicle”;

(i) sustained by any person while operating the “insured motor vehicle” without the express or implied consent of the “named insured” or while not in lawful possession of the “insured motor vehicle.”;

(j) sustained by any person while “occupying” any “motor vehicle” other than the “insured motor vehicle” unless such person has, or reasonably believes he has, the permission of the owner to use the “motor vehicle”;

(k) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(l) resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

Definitions

When used in reference to this coverage:

“bodily injury” means bodily injury, sickness, or disease, including death resulting therefrom;

“Eligible injured person” means:

- (a) the “named insured” and any “relative” who sustains bodily injury while “occupying” or, while a “pedestrian”, through being struck by a “motor vehicle”;
- (b) any other person who sustains “bodily injury”,
 - (1) while “occupying” or, while a “pedestrian”, through being struck by the “insured motor vehicle”, or
 - (2) while occupying a “motor vehicle” other than the “insured motor vehicle”, if the “bodily injury” results from
 - (i) its use by the “named insured” or its operation on his behalf by his private chauffeur or domestic servant, or
 - (ii) its use by a “relative”, provided it is a “private passenger automobile” or “trailer”;

“Insured motor vehicle” means a “motor vehicle” designated in the Schedule of this endorsement or elsewhere in the policy as an “insured motor vehicle” to which this coverage applies and includes:

- (a) a “motor vehicle” not owned by the “named insured” while temporarily used as a substitute for an “insured motor vehicle” when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, and
- (b) Any auto (1) provided by a duly licensed automobile dealer to you or a “family member” for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle. (2) rented or leased from a rental car company for a period of not more than 90 days.
- (c) a trailer designed for use with a “private passenger automobile” if not being used for business purposes with another type vehicle;

“Medical expense” means all reasonable and necessary expenses incurred within two years from the date of accident for medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses and for any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not

include expenses in excess of those for a semi-private room, unless more intensive care is medically required;

“Motor vehicle” means a land motor vehicle or trailer which includes a semi-trailer other than (1) a farm tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated upon rails or crawler treads, or (3) a vehicle located for use as a residence or premises;

“Named insured” means the person or organization named in the declarations.

“Occupying” means in or upon or entering into or alighting from;

“Pedestrian” means any person who is not occupying any vehicle other than a motorcycle or a vehicle operated by human or animal power;

“Private passenger automobile” means a “motor vehicle” which is a private passenger, station wagon or jeep type automobile;

“Relative” means a spouse or any other person related to the “named insured” by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the “named insured”.

Limit of Liability

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or “insured motor vehicles” to which this coverage applies, the limit of liability for automobile medical payments insurance stated in the declarations and defined in the schedule of benefits as applicable to each person is the limit of the Company’s liability for all expenses incurred by or on behalf of each person who sustains “bodily injury” as a result of any one “motor vehicle accident”; provided, however, with respect to “bodily injury” sustained by a “pedestrian” (other than the “named insured” or a “relative”) through being struck by the “insured motor vehicle”, the limit of the Company’s liability shall be the amount stated in the declarations and defined in the Schedule of Benefits, or \$5,000, whichever is less.

SECTION II – WORK LOSS COVERAGE

The Company will pay benefits for “work loss” with respect to “bodily injury” sustained by an “eligible injured person” caused by accident arising out of the maintenance or use of a “motor vehicle” as a “motor vehicle”.

Exclusions

Exclusions (a), (h), (j), and (k) under Section I apply to Section II and the coverage under Section II does not apply to “bodily injury”.

- (a) sustained by the “named insured” while “occupying” any “private passenger motor vehicle” owned by such named insured or furnished or available for his regular use and which is not an “insured motor vehicle”.
- (b) sustained by a “relative” while “occupying” any “private passenger motor vehicle” owned by or furnished or available for the regular use of either the “named insured” or such “relative” and which is not an “insured motor vehicle”.
- (c) sustained by any “relative”, if such “relative” is entitled, as a “named insured” under any other motor vehicle insurance policy, to similar coverage which provides benefits equal to or greater than that prescribed by Arkansas House Bill 158, Arkansas Laws 1973;
- (d) sustained by any person other than the “named insured” or “relative” if such other person is entitled, as a named insured or relative under any other motor vehicle insurance policy, to similar coverage which provides benefits equal to or greater than that prescribed by Arkansas House Bill 158, Arkansas Law 1973.

Definitions

The definitions under Section I except the definitions of “eligible injured person” and “insured motor vehicle” apply to Section II and under Section II:

“Eligible injured person” means:

- (a) the “named insured” and any “relative” who sustains bodily injury, while “occupying” or, while a “pedestrian”, through being struck by a “motor vehicle”;
- (b) any other person who sustains “bodily injury” while “occupying” or, while a “pedestrian”, through being struck by the “insured motor vehicle”;

“Insured motor vehicle” means a “motor vehicle” designated in the Schedule of this endorsement or elsewhere in the policy as an “insured motor vehicle” to which this coverage applies and includes:

- (a) a “private passenger automobile” not owned by the “named insured” while temporarily being used as a substitute for an “insured motor vehicle” owned

- by the “named insured” when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (b) Any auto (1) provided by a duly licensed automobile dealer to you or a “family member” for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle. (2) rented or leased from a rental car company for a period of not more than 90 days.
 - (c) a trailer designed for use with a “private passenger automobile” if not being used for business purposes with another type vehicle;

“Private passenger motor vehicle” means a “motor vehicle” which is one of the following types:

- (1) a “private passenger automobile”;
- (2) a pickup or panel truck or van not customarily used for occupational, professional or business purposes other than farming or ranching, or
- (3) a motorcycle; but

A “private passenger motor vehicle” does not include a “motor vehicle” used as a public or livery conveyance for passengers.

“Work loss” means

- (a) with respect to an income earner, loss of income from work the “eligible injured person” would have earned had he not sustained “bodily injury”, or
- (b) with respect to a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the “eligible injured person” would have performed, not for income but for the benefit of himself or his family had he not sustained “bodily injury”.

Incurred during a period commencing eight (8) days after the date of the accident and not to exceed fifty-two (52) weeks. However, “work loss” does not include any loss or expense after the death of an “eligible injured person.”

Limit of Liability

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or “insured motor vehicles” to which this coverage applies, the limit of the Company’s for “work loss” is limited as follows:

1. with respect to an income earner, 70% of loss of gross income per week not to exceed \$140.00 per week;

2. with respect to a non-income earner, a sum not to exceed \$70 per week or pro rata for a lesser period.

SECTION III – ACCIDENTAL DEATH BENEFIT

The Company will pay the amount stated in the declarations and defined in the Schedule of Benefits in the event of the death of an “eligible injured person” which shall result directly and independently of all other causes from “bodily injury” caused by accident and arising out of the maintenance or use of a “motor vehicle” as a “motor vehicle”, if the death occurs within one year from the date of the accident.

Exclusions

Exclusions (h), (j), and (k) under Section I and all exclusions under Section II apply to Section III.

Definitions

The definitions under Section I except the definitions of “eligible injured person” and “insured motor vehicle” and all the definitions under Section II apply to Section III.

CONDITIONS

Conditions A, B, C and D apply to all Sections. The remaining conditions apply only to the Sections noted thereunder.

- A. **Policy Period; Territory.** This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions or Canada.
- B. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
- C. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the “eligible injured person”, and also reasonable obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the “eligible injured person” and of available witnesses, shall be given by or on behalf of each “eligible injured person” to the Company or any of its authorized agents as soon as practicable.

If any “eligible injured person”, his survivor or the legal representative of either shall institute legal action to recover damages for “bodily injury” against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such “eligible injured person”, survivor or legal representative.

- D. Medical Reports; Proof of Claim.** As soon as practicable the “eligible injured person” or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable.

The “eligible injured person” shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require and he, or in the event of his incapacity, his legal representative, or in the event of his death, his legal representative or his survivor, shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records.

If requested by the Company, such “eligible injured person”, someone on his behalf or his employer shall furnish a sworn statement of earnings by such “eligible injured person” since the date of the accident and for a reasonable time prior to the accident.

- E. Payment of Benefits – Sections I and II.** The Company may pay the “eligible injured person” or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury.

- F. Reimbursement and Trust Agreement – Sections I and II.** In the event of any payment of benefits with respect to “bodily injury” sustained by an “eligible injured person” under this insurance:

- (1) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the “bodily injury” because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such “bodily injury”, his agent, his insurer, or a court having jurisdiction in the matter;

- (2) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such "bodily injury";
- (3) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (4) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

G. Other Insurance – Section I. With respect to "bodily injury" sustained by a "relative", if such "relative" is entitled to coverage for medical expenses or any similar coverage as a named insured under the terms of any other motor vehicle insurance policy affording direct benefits without regard to fault, this insurance shall apply only as excess insurance over such similar coverage paid or payable to such "relative" under such other policy.

With respect to "bodily injury" sustained by any person other than the named insured or a "relative", if such person is entitled to coverage for medical expenses or any similar coverage as a named insured or relative under the terms of any other motor vehicle insurance policy affording direct benefits without regard to fault, this insurance shall apply only as excess insurance over such similar coverage paid or payable to such person under such other policy.

Except as provided in the foregoing paragraphs, if the "eligible injured person" is entitled to coverage for medical expenses under the terms of this or any other motor vehicle insurance policy against a loss covered under Section I, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability of this insurance bears to the total applicable limit of liability of all such motor vehicle insurance.

No "eligible injured person" shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

H. Other Insurance – Sections II and III. With respect to "bodily injury" sustained by any person other than the "named insured" or a "relative", the coverage under Sections II and III shall apply only excess insurance over any other similar insurance available to such person under the terms of any other motor vehicle insurance policy, and this coverage shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

If an "eligible injured person" who is a "named insured" or a "relative" has other similar insurance available under the terms of any other motor vehicle

insurance policy, the maximum recovery under all the insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which Sections II and III apply than the limit of liability hereunder bears to the sum of the applicable limits of this insurance and such other insurance.

**SECTION IV –
MODIFICATION OF POLICY COVERAGES**

In consideration of the insurance afforded under Section I of this endorsement, any Medical Payments afforded under the policy with respect to an “insured motor vehicle” which is registered or principally garaged in Arkansas is replaced by the insurance afforded under Section I of this endorsement.

LIMITATION OF COVERAGE ENDORSEMENT	70-801 (01/91)
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This endorsement does not apply unless the form number appears on the Declarations.

This endorsement forms a part of the policy to which it is attached, effective from its date of issue unless otherwise stated herein.

BUSINESS/DELIVERY EXCLUDED USE LIMITATION

IN CONSIDERATION of the premium at which this policy is written, it is understood and agreed that such insurance afforded by this policy does not apply with respect to any claim arising from an accident which occurs while the vehicle is being used for any type of delivery or other business or commercial purpose. This includes, but is not limited to, delivery of newspapers, pizza, flowers, building materials, or any other product delivered to a residence or place of business.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of the policy to which the endorsement is attached, other than as stated above.

TOWING AND LABOR COSTS COVERAGE PP 03 03 04 86	A557	(1/88)
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This endorsement does not apply unless the form number appears on the Declarations.

We will pay towing and labor costs incurred each time “your covered auto” or any “non-owned auto” is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a “non-owned auto” is disabled, we will provide the broadest towing and labor costs coverage applicable to any “your covered auto” shown in the Schedule of Declarations. We will only pay for labor performed at the place of disablement.

CHANGE OF COVERAGE ENDORSEMENT	3961 (10/16)
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This endorsement does not apply unless the form number appears on the declarations page.

This endorsement forms a part of the policy to which it is attached, effective from its date of issue unless otherwise stated herein.

LIENHOLDER’S SECURITY

Comprehensive and Collision Deductible

IN CONSIDERATION of the premium at which this policy is written, “we” agree to reduce the Comprehensive and Collision coverage deductible to \$250.00 for each occurrence attaching to these coverages, to the loss payee as called for in the policy, provided that:

- a. The loss payee has an interest in the “insured motor vehicle” under a legally enforceable conditional sales contract or chattel mortgage; and
- b. The loss payee or assignee shall have first repossessed the “insured motor vehicle” and “we” shall be liable only as a direct result on one accidental collision or upset or comprehensive loss prior to the filing on any claim hereunder.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of the policy to which this endorsement is attached, other than as stated above.

**CUSTOMIZING EQUIPMENT COVERAGE
(Stated Amount Insurance)**

PP 03 18 12 89

4454 (11/90)

This endorsement does not apply unless the form number appears on the declarations page.

The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto also apply to coverage provided by this endorsement except Exclusion 10. and the Limit of Liability provision.

A. With respect to the coverages and vehicles shown in the Declarations as subject to this endorsement, we will pay for direct and accidental loss to custom furnishings or equipment including, but not limited to:

1. Special carpeting and insulation, furniture or bars;
2. Facilities for cooking and sleeping;
3. Height-extending roofs;
4. Custom murals, paintings, or other decals or graphics.

B. We will not pay, under this endorsement, for:

1. Any electronic equipment that is:
 - a. necessary for the normal operation of the auto or monitoring of the auto's operating systems; or
 - b. both:
 - (1) an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in "your covered auto"; and
 - (2) permanently installed in the opening of the dash or console of "your covered auto." This opening must be normally used by the manufacturer for the installation of a radio.
2. A camper body or "trailer" you:

- a. acquire during the policy period; and
 - b. ask us to insure within 30 days after you become the owner.
- C. With respect to the coverages and vehicles shown in the Declarations, the Limit of Liability provision in Part D is replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for loss to custom equipment shall be the lesser of the:

- 1. Stated amount shown in the Declarations;
- 2. Actual cash value of the stolen or damaged property; or
- 3. Amount necessary to repair or replace the property.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations. If a loss results in damage to the described vehicle and its customized equipment, the deductible applies only once.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

NAMED NON-OWNER COVERAGE

PP 03 22 12 89

4455

(11/90)

This endorsement does not apply unless the form number appears on the Declarations page.

This coverage is subject to all the provisions of the policy with respect to individuals described in the Schedule or in the Declarations except as modified as follows:

I. DEFINITIONS

The Definitions Section is amended as follows:

A. “You or “your” refers to the individual named in the Schedule or in the Declarations.

B. The definition of “your covered auto” is replaced by the following:

“Your covered auto” means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pickup or van that:
 - (1) has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your “business” of maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

II. PART A – LIABILITY COVERAGE

Part A is amended as follows:

- A.** Paragraph 1. of the definition of “insured” is amended by deleting reference to “family member.”
- B.** The Exclusions Section is amended as follows:
 - 1. The exception to Exclusion A.3, is replaced by the following:

This exclusion (A.3.) does not apply to “property damage” to a residence or private garage caused by a private passenger auto which is insured under this endorsement.
 - 2. Exclusion A.6. and A.7. are replaced by the following:

We do not provide Liability Coverage for any person maintaining or using any vehicle in the business of that person. This exclusion does not apply to an auto operated or occupied by you.

3. Exclusion B.2. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than “your covered auto,” which is owned by you.

4. Exclusion B.3. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than “your covered auto,” which is owned by any “family member.” However, this exclusion (B.3.) does not apply to you while you are maintaining or “occupying” any vehicle which is owned by a “family member.”

- C. If the Declarations indicates each person and each accident limit of liability for “Bodily Injury,” the first sentence of the Limit of Liability provision is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of “bodily injury” sustained by any one person in one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident.

- D. The Out of State Coverage provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for “bodily injury” or “property damage” higher than the limit shown in the

Schedule or in the Declarations, your policy will provide the higher specified limit.

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

III. PART B – MEDICAL PAYMENTS COVERAGE

Part B is amended as follows:

A. Paragraph 1. of the definition of “insured” is amended by deleting reference to “family member.”

B. The Exclusions Section is amended as follows:

1. Exclusion 6. does not apply.
2. Exclusion 5. is replaced by the following:

We do not provide Medical Payments Coverage for any person for “bodily injury” sustained while “occupying” or when struck by any vehicle (other than “your covered auto”) which is owned by you.

3. Exclusion 8. is replaced by the following:

We do not provide Medical Payments Coverage for any person for “bodily injury” sustained while “occupying” any vehicle used in the business of that person. This exclusion (8.) does not apply to a vehicle operated or occupied by you.

IV. PART C – UNINSURED MOTORISTS COVERAGE

Uninsured Motorists Coverage is amended as follows:

A. Paragraph 1. of the definition of “insured” is amended by deleting reference to “family member.”

B. The definition of “uninsured motor vehicle” is amended as follows:

1. Any reference in Part 2. to the state in which “your covered auto” is principally garaged is amended to read the state in which you reside.
2. Paragraphs a. and b. of the hit-and-run section are amended by deleting reference to “family member.”

C. Limit of Liability

1. If the Declarations indicates an each person and each accident limit of liability for Bodily Injury Uninsured Motorists Coverage, the first sentence of the Limit of Liability provision is replaced by the following:

The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of “bodily injury” sustained by any one person in any one accident. Subject to this limit for each person the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for “bodily injury” resulting from any one accident.

2. If the Schedule or Declarations also indicates an each accident limit of liability for Property Damage Uninsured Motorists Coverage, the following is added after the first sentence of the Limit of Liability of provision.

The limit of liability shown in the Declarations for each accident for Property Damage Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

**EXTENDED TRANSPORTATION EXPENSES
COVERAGE ENDORSEMENT**

PP 03 02 12 90

4456 (10/16)

This endorsement does not apply unless the form number appears on the Declarations.

The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

A. EXTENDED TRANSPORTATION EXPENSES COVERAGE

When there is a loss to “your covered auto” described in the Declarations for which a specific premium charge indicates that Extended Transportation Expenses Coverage is afforded, or to a “non-owned auto,” we will pay, without application of a deductible, up to \$30 per day to a maximum of \$900 for:

1. Transportation expenses incurred by you.
2. Loss of use expenses for which you become legally responsible in the event of loss to a “non-owned auto.”

This coverage applies only if:

1. “Your covered auto” or the “non-owned auto” is withdrawn from use for more than 24 hours; and
2. The loss is caused by “collision” or is otherwise covered under Part D of this policy.

However, this coverage does not apply when there is a total theft of “your covered auto” or a “non-owned auto.” Such coverage is provided under Part D of this policy.

Our payment will be limited to that period of time reasonably required to repair or replace the “your covered auto” or the “non-owned auto.”

COVERED PROPERTY COVERAGE

PP 03 07 12 89

4457 (11/90)

This endorsement does not apply unless the form number appears on the Declarations.

The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto also apply to this endorsement except Exclusion 8. and the Limit of Liability provision.

We will pay for direct and accidental loss to “covered property” while it is in or attached to the auto shown in the Schedule or in the Declarations for which a specific premium charge indicates that Covered Property Coverage is provided.

“Covered property” means awnings, cabanas or equipment designed to create additional living facilities.

ADDITIONAL EXCLUSIONS

We will not pay for:

1. Loss to business or office equipment.
2. Loss to articles which are sales samples or used in exhibitions.

LIMIT OF LIABILITY

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

1. Stated amount shown in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

**COVERAGE FOR AUDIO, VISUAL AND
DATA ELECTRONIC EQUIPMENT**

4458 (11/90)

This endorsement does not apply unless the form number appears on the Declarations.

The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto, other than Exclusion 4., also apply to coverage provided by this endorsement except as modified herein.

INSURING AGREEMENT

We will pay, without application of a deductible, for direct and accidental loss to any electronic equipment that receives or transmits audio, visual or data signals and is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in “your covered auto” at the time of the loss.

We will also pay, without application of a deductible, for direct and accidental loss to any accessories used with electronic equipment permanently installed in “your covered auto” and not designed solely for the reproduction of sound.

EXCLUSIONS

We will not pay, under this endorsement, for any electronic equipment that is:

1. Necessary for the normal operation of the auto or the monitoring of the auto’s operating systems; or

Both:

- a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in “your covered auto”; and
- b. permanently installed in the opening of the dash or console of “your covered auto.” This opening must be normally used by the manufacturer for the installation of a radio.

2. Tapes, records, discs or other media.

LIMIT OF LIABILITY

With respect to coverage under this endorsement, the Limit of Liability provision of Part D is replaced by the following:

1. Our limit of liability for the total of all losses to audio, visual or data electronic equipment and any accessories used with this equipment, as a result of any one occurrence shall be the lesser of the:
 - a. stated amount shown in the Declarations;
 - b. actual cash value of the stolen or damaged property; or
 - c. amount necessary to repair or replace the property.

2. Any adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

ADDITIONAL INSURED – LESSOR

PP 03 19 08 86

4781 (1/88)

This endorsement does not apply unless the form number appears on the Declarations.

Any liability and any required no-fault coverages, as well as any collision and other than collision coverages, afforded by this policy for “your leased auto” also apply to the lessor named in the Schedule or in the Declarations as an additional insured. This insurance is subject to the following additional provisions:

1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
 - (a) you or any “family member,” or
 - (b) any other person except the lessor or any employee or agent of the lessor using “your leased auto.”

2. “Your leased auto” means:
 - (a) an auto shown in the Declarations which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
 - (b) any substitute or replacement auto furnished by the lessor named in the Schedule or in the Declarations.

3. If we terminate this policy, notice will also be mailed to the lessor.

4. The lessor is not responsible for payment of premiums.
5. The designation of the lessor as an additional insured shall not operate to increase our limits of liability.

**JOINT OWNERSHIP COVERAGE
BROAD SPECTRUM AUTOMOBILE**

PP 03 34 09 93
23008 (10/16)

This endorsement does not apply unless the form number appears on the Declarations.

I. DEFINITIONS

The Definitions Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement, “you” and “your” refer to two or more:

1. Individuals, other than husband and wife, residing in the same household; or
2. “Non-resident relatives”;

who jointly own:

1. A private passenger auto; or
2. A pickup or van that:
 - a. Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - b. Is not used for the transportation of goods and materials unless such use is:
 - (1) Incidental to your “business” of installing, maintaining, or repairing furnishings or equipment; or
 - (2) For farming or ranching.

B. The definition of “your covered auto” is replaced by the following: “Your covered auto” means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your “business” of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

This provision (2.) applies only if:

- a. You acquire the vehicle during the policy period;
- b. You ask us to insure it within 30 days after you become the owner; and
- c. With respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle replaced. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

If the vehicle you acquire is in addition to any shown in the Schedule or in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

- 3. Any “trailer” you own.
- 4. Any auto or “trailer” you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;

- d. Loss; or
- e. Destruction.

This provision (4.) does not apply to Coverage for Damage to Your Auto.

- 5. With respect to Coverage for Damage to Your Auto only: Any auto (1) provided by a duly licensed automobile dealer to you or a “family member” for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing; or to demonstrate the vehicle. (2) rented or leased from a rental car company for a period of not more than 90 days.

C. The following definition is added:

“Non-resident relatives” means two or more persons related by blood, marriage or adoption who reside in separate households. This includes a ward or foster child.

II. PART A – LIABILITY COVERAGE

The following exclusion is added to Part A:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than “your covered auto” by any:

- 1. “Non-resident relative”; or
- 2. “Family member” of a “non-resident relative.”

AMENDATORY ENDORSEMENT

3202 (11/97)

The following provision is added to your policy:

In the repair of your covered motor vehicle under the physical damage coverage provisions of this policy, we may require or specify the use of motor vehicle parts not made by the original manufacturer. These parts are required to be at least equal in terms of fit, performance, and warranty to the original manufacturer parts they replace.

**FEDERAL EMPLOYEES USING AUTOS IN
GOVERNMENT BUSINESS
BROAD SPECTRUM AUTOMOBILE**
PP 03 01 08 86

23009 (6/92)

This endorsement does not apply unless the form number appears on the Declarations.

The following are not "insured's" under Part A:

1. The United States of America, or any of its agencies.
2. Any person with respect to "bodily injury" or "property damage" resulting from the operation of any auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code, as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the "bodily injury" or "property damage."

**AMENDATORY ENDORSEMENT
EXEMPLARY OR PUNITIVE DAMAGES
EXCLUSION**

3857A
(04/05)

NOTICE

This is an exclusion of coverage for Punitive or Exemplary Damages.

Regardless of any other provision of this policy, this policy does not apply to Punitive or Exemplary Damages.

"Punitive or Exemplary Damage(s)" means damages imposed to:

1. Punish a wrongdoer; or
2. Deter others from similar conduct.

Form 912 - Exclusion of Named Driver

912

It is understood and agreed that the insurance policy I am requesting Will Not Apply with respect to any claim(s) arising from accident(s) which occur while any automobile is being operated by an excluded person. Once excluded, the person(s) cannot be added without this company's written approval. This restriction shall be applicable to

subsequent renewals also. The excluded person(s) is no longer included as an insured on this policy and therefore will not be eligible to share in any coverages.

It is also understood and agreed that there will be no coverage afforded should it be determined that I negligently entrusted any automobile to the excluded person.

1. Name of excluded person: Last: **(see Declarations Page)** First:
Relationship: M:
Gender: Marital Status:
Reason for exclusion:

X _____ Date _____
Signature of Proposed Named Insured or Applicant

This form becomes part of your policy.

PRIVACY STATEMENT

(06/05)

To Equity Policy Holders . . .

Equity Insurance Company values you as a customer and respects your right of privacy. We want to assure you that we have taken steps and will continue to take steps to maintain and safeguard your information. This privacy policy summarizes and describes our efforts to meet this objective. In this notice you will discover what information we collect, how we use it, and how we protect it from unauthorized access.

Security

Equity recognizes the importance of respecting the privacy of our policyholders and applicants. We have established physical, electronic and procedural protections to ensure that your personal information is kept confidential in accordance with this privacy policy. We want to assure you that any information that we gather is used strictly to affect, administer or enforce a transaction requested or authorized by you. Furthermore, we also restrict access to your personal information within our organization to those employees who need the information to service your account.

Information We Collect

We collect personal information about you and all policyholders from the following sources:

- Information you gave us or your agent when submitting an application for one or more policies of insurance;
- Information from companies within Equity Insurance;
- Depending on the product requested and in order to verify your information and properly underwrite your request, we may obtain information from consumer reporting agencies (including credit information), medical providers, and/or others.

How We Use Your Information

We use your information within Equity Insurance Company for the following reasons:

- To protect you. The information we maintain about you and your policies of insurance help identify you and help protect you against unauthorized access to your information.
- To provide service. Your information helps us respond to your inquiries more efficiently.
- To improve and develop our products and services. Every policy we offer is designed to protect you and/or your property. The information we gather is analyzed and processed in order to provide you with a superior product at a reasonable price.

Information We Disclose

When we disclose your information to companies outside our group, we do so only for specific purposes as permitted by law. Accordingly, when we disclose information, we require companies to which we disclose your information to maintain and protect its confidentiality. We may disclose information to the following types of outside companies or entities:

- Independent contractors, such as technical system consultants, who program our software or maintain our systems to help us administer our products for you.
- Governmental or quasi-governmental entities, such as state insurance departments, guaranty funds or rate advisory organizations.
- Companies whom we have retained to provide services on our behalf or companies we have retained to administer your policy or account. For instance we may provide a body shop or contractor your name and address to hasten the repair process.

Some insurers release personal information to non-affiliated third parties that provide marketing support for products and services other than those offered by that insurer. Equity does not. If we change our policy, we will give you a supplemental notice with instructions on how you may opt out of this information sharing.

Questions ?

We value you as a customer and policyholder. ***If you have any concerns about our privacy policy, you are entitled to access your personal information that we possess or can reasonably retrieve. This information can be obtained from your agent or directly from us. However, before we respond to a request by or through your agent, you must provide a signed and notarized request indicating that we can provide such information to your agent. All information requests must contain your policy number.***

This Privacy Statement describes our privacy practices for both current and former policyholders. We will provide one copy of this notice to joint policy or contract holders; please share this information with everyone covered by your policy.

POLICY CONDITIONS

This policy is signed at Tulsa, Oklahoma, on behalf of Equity Insurance Company, by our President and Secretary. It is countersigned on the Declarations page by our authorized representative.

Equity Insurance Company

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.



President



Secretary