

AGREED VALUE ENDORSEMENT

LIMIT OF LIABILITY

The Limit of Liability section of Part D of your policy is deleted and replaced by the following:

For a covered loss to a vehicle, we will pay as follows:

Total Loss. If the vehicle is stolen or totally destroyed, we will pay the amount stated in the declarations. Payment will be reduced by any amount for a previous loss to that vehicle if the damage was not repaired. A deductible will not apply to a total loss. A vehicle is considered stolen when the entire vehicle is stolen and not recovered within 30 days. A vehicle is considered totally destroyed when the salvage value, determined by the company, plus the amount for labor and parts of like kind and quality necessary to repair the vehicle, is equal to or greater than the amount shown in the declar

Partial Loss. If the vehicle repair or replace it with labor

SAMPLE

amount required to in the declarations.

UNDERINSURED MOTORISTS COVERAGE

SCHEDULE

Limit of Liability

\$ _____ each accident

Auto 1

Premium

Auto 2

Auto 3

\$ _____ \$ _____ \$ _____

SAMPLE

With respect to the coverage provided by this endorsement.

apply unless modified by

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 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.

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 any motor vehicle or trailer of any type which is insured by a bodily injury liability bond or policy at the time of the accident but its limit for bodily injury damages is

less than the limit of liability for this coverage.

However, "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 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.

EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying," or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a vehicle which is "occupying," or which you own or operate on a primary basis under any other policy.

SAMPLE

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- C. 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.
- D. We do not provide Underinsured Motorists Coverage for pu

- 2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
- 3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

LIMIT OF LIABILITY

SAMPLE

- A: The limit of liability coverage is our limit of liability. If damages result from 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.

However, the limit of liability 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. This includes all sums paid under Part A of this policy.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss for which the insured is entitled to receive payment under any other similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

- do not agree:
 1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select 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. Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration shall be conducted in accordance with the rules of procedure and practice which the "insured" has agreed to by two of the following:
 1. Whether the insured is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not

SAMPLE

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.

made, the amount of damages agreed to by the arbitrators will be 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 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."

GENERAL PROVISIONS

The following is additional
Payment provision in

SAMPLE

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 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 payment 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 advanced to recover under the Underinsured Motorists Coverage; and
- 2. We will not be required to advance payment to recover the advanced payment.

PERSONAL AUTO POLICY

YOUR PERSONAL AUTO POLICY
QUICK REFERENCE

DECLARATIONS PAGE

- Your Name and Address
- Your Auto or Trailer
- Policy Period
- Coverages and Amounts of Insurance

AG **SAMPLE**
DEFINITIONS

PART A1

- Liability Coverage
- Supplementary Payments
- Exclusions
- Limit of Liability
- Out of State Coverage
- Financial Responsibility Required
- Other Insurance

PART B3

- Medical Payments Coverage
- Exclusions
- Limit of Liability
- Other Insurance

PART C4

- Uninsured Motorists Coverage
- Exclusions
- Limit of Liability
- Other Insurance
- Arbitration

PART D6

- Damage to Your Auto Coverage
- Transportation Expenses
- Towing and Labor Costs
- Exclusions
- Limit of Lia
- Payment of
- No Benefit
- Other Insur

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PART E7

- Duties after an Accident or Loss

PART F7

- General Provisions
- Policy Period and Territory
- Termination

AGREEMENT

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

DEFINITIONS

Throughout this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance. For purposes of this policy any private passenger type auto leased under a written agreement to any person for a continuous period of at least six months shall be deemed to be owned by that person.

Other words and phrases are defined. They are boldfaced when used.

"**Your covered auto**" means:

(a) Any vehicle shown in the Declarations.

(b) Any of the following types of vehicles of which you acquire ownership during the policy period, provided that you ask us to insure it within thirty days after you become the own

(1) a

(2) if

If the v

to ask us to insure it within thirty days only if you wish Damage to Your Auto Coverage to apply to the replacing vehicle.

(c) Any **trailer** you own.

(d) 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 breakdown, repair, servicing, loss or destruction.

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

"**Occupying**" means in, upon, getting in, on, out or off.

"**Trailer**" means a vehicle designed to be pulled by a private passenger type auto or a pick-up, panel truck, or van. It also means a farm wagon or farm implement while towed by a private passenger type auto or a pick-up, panel truck, or van.

PART A

LIABILITY COVERAGE

We will pay damages for bodily injury or property damage for which any **covered person** becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. Our

is coverage has been
SAMPLE
e or use of any auto or
trailer.

2. Any person using **your covered auto**.

3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or **trailer**, other than **your covered auto**, any 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 applies only if the person or organization does not own or hire the auto or **trailer**.

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**SUPPLEMENTARY
PAYMENTS**

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

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations, resulting in bodily injury or property damage covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
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

We do not provide Liability Coverage:

1. For any person who intentionally causes bodily injury or property damage.
2. For any person who is supported by that person.
3. For any person who is in the care of that person in a private garage. It also does not apply to any vehicle not owned by or furnished or available for the regular use of you or any **family member**:
 - a. private passenger autos;
 - b. **trailers**; or
 - c. pick-up, panel trucks, or vans.
4. For any person for bodily injury to an employee of that person during the course of employment. This exclusion does not apply to bodily injury to a domestic employee unless workers' or workmen's compensation benefits are required or available for that domestic employee.
5. For any person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
6. For any person while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking of vehicles designed for use mainly on public highways, including road testing and delivery. This exclusion does not apply to the ownership, maintenance or use of **your covered auto** by you, any **family member**, or any partner, agent or employee of you or any **family member**.
7. For any person maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion 6. This exclusion does not apply to the maintenance or use of a private passenger type auto. It also does not apply to the maintenance or use of a pick-up, panel truck, or van that you own.
8. For any person who is driving less than four wheels.
9. For any person who is using **your covered auto**, which is owned by you or furnished or available for your regular use.
10. For the ownership, maintenance or use of any vehicle, other than **your covered auto**, which is owned by or furnished or available for the regular use of any **family member**. However, this exclusion does not apply to you.

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11. For any person using a vehicle without a reasonable belief that the person is entitled to do so.

12. For any person for bodily injury or property damage for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of **covered persons**, claims made, vehicles or premiums shown in the Declarations, or vehicles involved in the auto accident.

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 will not change our total

OUT OF STATE COVERAGE

SAMPLE

...e or province other than ... will interpret your policy

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

No one will be entitled to duplicate payments for the same elements of loss as a result of the application of this provision.

FINANCIAL RESPONSIBILITY REQUIRED

If we certify this policy as proof of financial responsibility for the future under any financial responsibility law, this policy shall comply with the provisions of the law to the extent of the coverage required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

PART B

MEDICAL PAYMENTS COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury caused by accident and sustained by a **covered person**. We will pay only those expenses incurred within three years from the date of the accident.

“Covered person” as used in this Part means:

1. You or any **family member** while **occupying**, or as a pedestrian when struck by, a motor vehicle or any other vehicle of any type.
2. A ...

EXCLUSIONS

- We do not cover:
1. For a vehicle having less than four wheels.
 2. For bodily injury sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.

3. For bodily injury sustained while **occupying** any vehicle located for use as a residence or premises.
4. For bodily injury occurring during the course of employment if workers' or workmen's compensation benefits are required or available for the bodily injury.
5. For bodily injury sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is owned by you or furnished or available for your regular use.
6. For bodily injury sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is owned by or furnished or available for the regular use of any **family member**. However, this exclusion does not apply to you.
7. For bodily injury sustained while **occupying** a vehicle without a reasonable belief that the person is entitled to do so.
8. For bodily injury sustained while **occupying** a vehicle when it is being used in the business of the insured. This exclusion does not apply to bodily injury sustained by you or your family member while operating a truck, or van that is used in the business of the insured.
9. For bodily injury caused by discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
10. For bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

SAMPLE

LIMIT OF LIABILITY

The limit of liability shown 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 **covered persons**, claims made, vehicles or premiums shown in the Declarations, or vehicles involved in the accident.

Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Auto Liability or Uninsured Motorists Coverage provided by this policy.

No payment will be made under this coverage unless the injured person or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability or Uninsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share. 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.

PART C

UNINSURED MOTORISTS COVERAGE

We will pay damages which a **covered person** is legally entitled to recover from the owner of a **covered auto** for bodily injury sustained by the **covered person** or his legal representative while operating the **covered auto** or while riding in the **covered auto** as a **passenger**. This coverage does not apply to bodily injury sustained by the **covered person** or his legal representative while operating the **covered auto** or while riding in the **covered auto** as a **passenger** if the **covered person** is the **operator** of the **covered auto** at the time of the accident.

SAMPLE

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

“Covered person” 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. above.

“Uninsured motor vehicle” means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. 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.
3. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:

4. **SAMPLE** or ne of the accident, but the bonding or insuring company denies coverage or is or becomes insolvent.

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

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.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Which is a farm type tractor or equipment 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 bodily injury sustained by any person:

1. While **occupying**, or when struck by, any motor vehicle or trailer of any type owned by you or any **family member** which is not insured for this coverage under this policy.
2. If that person or the legal representative settles the bodily injury claim without our consent.
3. While **occupying your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
4. Using a vehicle without a reasonable belief that the person is entitled to do so.

B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' or workmen's compensation, disability benefits or similar law.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of persons or premises involved. The limit shown in the Declarations is **SAMPLE**.

Any amount payable under this coverage shall be reduced by:
1. all amounts paid by other insurance, including Medicare, Medicaid, or other health benefit plans, of persons or

organizations who may be legally responsible. This includes all sums paid under the Liability Coverage of this policy, and

2. all sums paid or payable because of the bodily injury under any workers' or workmen's compensation, disability benefits law or any similar law.

Any payment under this coverage to or for a **covered person** will reduce any amount that person is entitled to recover under the Liability Coverage of this policy.

OTHER INSURANCE

If there is other applicable similar insurance we will pay only our share. 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 insurance.

ARBITRATION

If we and a **covered person** disagree whether that person is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle** or do not agree as to the arbitration. In this ever arbitration. In they can elect a third. If of a court made by a judge expense, and bear the

SAMPLE

Unless both parties agree otherwise, arbitration will take place in the county and state in which the **covered person** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART D

COVERAGE FOR DAMAGE TO YOUR AUTO

We will pay for direct and accidental loss to **your covered auto**, including its equipment, minus any applicable deductible shown in the Declarations. However, we will pay for loss caused by **collision** only if the Declarations indicate that Collision Coverage is afforded.

"**Collision**" means the upset, or collision with another object of **your covered auto**. However, the following are not considered "collision":

Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with bird or animal or breakage of glass. If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

TRANSPORTATION EXPENSES

In addition, we will pay up to \$10 per day, to a maximum of \$300, for transportation expenses incurred by you because of the total theft of **your covered auto**. We will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending 30 days after the theft for its loss.

COVERAGE FOR TOWING AND LABOR COSTS

We will pay for towing and labor costs if your **covered auto** is disabled. Towing and labor costs coverage is provided only if your Declarations indicate that this coverage is afforded.

SAMPLE

EXCLUSIONS

- We will not pay for:
1. Loss to **your covered auto** which occurs while it is used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
 2. Damage due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure or road damage to tires. This exclusion does not apply if the damage results from the total theft of **your covered auto**.
 3. Loss due to radioactive contamination.
 4. Loss due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution, or any consequence of any of these.

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5. Loss to equipment designed for the reproduction of sound, unless the equipment is permanently installed in **your covered auto**.
6. Loss to tapes, records or other devices for use with equipment designed for the reproduction of sound.
7. Loss to a camper body or **trailer** not shown in the Declarations. This exclusion does not apply to a camper body or **trailer** of which you acquire ownership during the policy period if you ask us to insure it within thirty days after you become the owner.
8. Loss to any vehicle while used as a temporary substitute for a vehicle you own which is out of normal use because of its breakdown, repair, servicing, loss or destruction.
9. Loss to TV antennas, awnings, cabanas or equipment designed to create additional living facilities.
10. Loss to equipment, designed scanning equipment, ephone, or apply if the policy does not of the auto or console the installation of a radio.

SAMPLE

LIMIT OF LIABILITY	Our limit of liability for loss will be the lesser of: <ol style="list-style-type: none"> 1. The actual cash value of the stolen or damaged property, or 2. The amount necessary to repair or replace the property.
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 you or to the address shown in this policy. If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.
NO BENEFIT TO BAILEE	This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.
OTHER INSURANCE	If other insurance also covers the loss we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

PART E

DUTIES AFTER AN ACCIDENT OR LOSS	<p>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.</p> <p>A person seeking any coverage must:</p> <ol style="list-style-type: none"> 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, at our expense and as often as we reasonably require, to physical examinations by physicians we select. 4. A 5. S <p>A person seeking Coverage for Damage to Your Auto must also:</p> <ol style="list-style-type: none"> 1. P 2. Promptly send us copies of the legal papers if a suit is brought.
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1. Take reasonable steps after loss, at our expense, to protect **your covered auto** and its equipment from further loss.
2. Promptly notify the police if **your covered auto** is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F

GENERAL PROVISIONS

1. POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses which occur during the policy period as shown in the Declarations, and within the policy territory.

The policy territory is the United States of America, its territories or possessions, or Canada. This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between policy territory ports.

We, or our agent, may offer to continue this policy for successive periods by mailing to you at the address shown in this policy a premium bill and any changes in p
the
Pre
pol
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mon or before
remium for this
ve date of this
policy, the premium shall be computed by us in accordance with our manuals then in use.

2. CHANGES

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

3. LEGAL ACTION AGAINST US

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage, no legal action may be brought against us until we agree in writing that the **covered person** has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of a **covered person**.

4. TRANSFER OF YOUR INTEREST IN THIS POLICY

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

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

5. OUI A. was

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subrogated to

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that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after loss to prejudice them.

B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment.

6. 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 returning this policy to us or by 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

(1) if cancellation is for nonpayment of premium; or

(2) if notice is mailed during the first 60 days this policy is in effect and this

(b)

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(a) for nonpayment of premium; or

(b) if your driver's license or that of any other driver who lives with you or customarily uses **your covered auto** has been suspended or revoked during the policy period; or if the policy period is other than one year, since the last anniversary of the original effective date.

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 at least 20 days before the end of the policy period or as otherwise required by your state. However, if the policy period is other than one year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

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

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

D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued, renewed or continued, requires any longer notice period or any special form of or procedure for giving notice, or modifies any of the stated termination reasons, we will comply with those requirements.

2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation.

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mission.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.

7. TWO OR MORE AUTOS INSURED

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.

8. BANKRUPTCY

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

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