



AssuranceAmerica

Underwritten by InsureMax Insurance Company

KANSAS PERSONAL CAR POLICY

P.O. Box 723128
Atlanta, GA 31139

In the event of an accident, we must be notified so please call:

1-888-580-8134

All other calls:

1-888-952-2902

IMPORTANT NOTICE: This policy provides Liability Coverage only at the minimum financial responsibility limits required by Kansas law.

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YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

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ENDORSEMENT

NAMED DRIVER – NON-OWNED VEHICLE COVERAGE

Please read **your** Personal Car Policy. It is a binding legal contract between **you** and **us**. The **Application** and **Declarations Page**, and any endorsements issued by **us**, are part of the contract formed by this policy as if all are physically attached together. This applies whether the form is issued on paper or electronically. This policy describes which **cars** and **persons** have coverage, and which vehicles and **persons** do not have coverage. It includes language that excludes, restricts and limits coverage. It also describes the duty to give **us** notice of an **accident** or **loss**, and to notify **us** about changes in vehicles or drivers in **your household**.

IMPORTANT: Coverage does not apply under this policy for any **person** who does not comply with all:

1. Notice requirements;
2. Duties; and
3. Policy terms.

Anyone insured under this policy must comply with the policy requirements before coverage applies. Failure to comply may result in a claim or coverage denial.

The last day of any time period required by this policy to make a payment, perform a duty or give notice, may be any day of the year, including a Saturday, Sunday or public holiday.

INSURING AGREEMENT

If **your** premium is paid when due, **we** agree to insure **you**, subject to the terms of this policy, for the coverage shown on the **Declarations Page**, up to the limits of liability.

If **you** make **your** initial payment by check, credit card, ACH or any other non-cash method of payment **we** accept, coverage under this policy is conditioned upon that initial payment being honored when first presented for payment to **your** bank or financial institution.

DEFINITIONS

When shown in this policy in **bold** print, the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **“Accident”** means an unexpected and unintended event that causes **bodily injury, property damage** or **loss**, which arises out of the ownership, maintenance, or use of a motor vehicle designed for use on public roads.
2. **“Actual cash value”** or **“ACV”** means the reasonable and fair market value of stolen or damaged property at the time and place of the **loss**, but not in

excess of its purchase price when new, and which is determined with adjustment for:

- a. The age, mileage and physical condition of the property; and
 - b. **Depreciation** and prior damage; which will be determined by **us** and may reduce its value.
3. **“After-market parts”** mean replacement auto parts which are not made by the original manufacturer of the motor vehicle or by a manufacturer authorized by the original manufacturer to use its name or trademark.
 4. **“Application”** means the form(s) provided by **us** to collect the information upon which **we** rely to decide to issue this policy and determine the proper premium to charge for the risk to be insured, whether such forms are hardcopy or electronic, or part in hardcopy and part electronic. This includes any supplemental application and forms used to elect, select and reject coverage, limits and deductibles, other forms provided by **us** to record this information, and responses to **our** requests for additional information.
 5. **“Auto business”** means motor vehicle **business** operations, including but not limited to:
 - a. Selling;
 - b. Leasing;
 - c. Transporting;
 - d. Delivering;
 - e. Repairing;
 - f. Servicing;
 - g. Road testing;
 - h. Cleaning;
 - i. Parking;
 - j. Storing;
 - k. Renting; or
 - l. Towing;any motor vehicles.
 6. **“Betterment”** means improvement of the **insured car** or property to a value or condition greater than its pre-loss condition.
 7. **“Bodily injury”** means bodily harm, sickness, disease or death to a **person**, and that results from an **accident** arising out of the ownership, maintenance or use of a motor vehicle. **“Bodily injury”** does not include:
 - a. Becoming pregnant;
 - b. Communicable disease or illness that results from **person-to-person** transmission or contact; or
 - c. Emotional distress or mental anguish or any other psychological injury such as loss of consortium.
 8. **“Business”** means:
 - a. A job, trade, employment, profession or occupation; or
 - b. Any commercial or for-profit activity of any kind; whether full-time or part-time.
 9. **“Car”** means a motorized passenger type vehicle that is a sedan, passenger van, sport utility vehicle or pick-up truck, of a kind required to be registered under the **state** motor vehicle laws for use on the public roads, that has at least four but no more than 4 wheels and has a gross vehicle weight rating

- of 12,000 pounds or less (as determined by the manufacturer). “**Car**” does not include any:
- a. Motorcycle, dirt bike, tryke, quad vehicle, side-by-side or all-terrain vehicle (ATV);
 - b. Golf cart or go-cart;
 - c. Tractor or any farm type machines;
 - d. Vehicle designed and used primarily as an off-road vehicle;
 - e. Step-van or vans with cabs separate from the cargo area;
 - f. Parcel delivery vans and cargo cutaway vans;
 - g. Vehicles operated on rails or crawler treads;
 - h. Vehicles with capacity for twelve (12) or more **persons**;
 - i. Recreational vehicle; or
 - j. Vehicle of any type while used or while parked for use:
 - (1) As a residence, dwelling, living space or premises; or
 - (2) For office, store or display purposes.
10. “**Control**” shall mean the direct and immediate pre-loss care and custody of the **insured car**.
11. “**Declarations Page**” means the document from **us** with respect to this policy, listing:
- a. The types of coverage **you** have elected;
 - b. The limits, deductibles and other Policy options that apply;
 - c. The cost for each coverage;
 - d. The listed **cars** covered by this policy;
 - e. The coverage **you** bought for each **car**; and
 - f. Other information that applies to this policy.
12. “**Delivery**” means to be engaged in the activity of transporting, delivering or picking up **persons**, property, products, materials or goods for compensation or a fee in the course of any **business**, including going to a pick-up and returning from a drop-off. “**Delivery**” includes but is not limited to delivery of magazines, newspapers, food, and any other products.
13. “**Depreciation**” means a decrease in the value of property as occurs:
- a. Over a period of time in the marketplace;
 - b. Due to wear and tear;
 - c. Due to the diminishing useful life of car components and parts; and
 - d. Due to obsolescence.
14. “**Diminution in value**” means and includes, but is not limited to, the perceived or actual decrease in market or resale value of property due to or because of:
- a. An **accident** or loss;
 - b. Repairs or replaced parts; and/or
 - c. Alleged or real stigma or taint related or due to any **accident**, loss, repair or replaced parts.
15. “**Driver’s license**” means a valid and current certificate, permit or license issued by a **state** or governmental agency, authorizing a **person** to operate a motor vehicle.
16. “**Failure to pay premium**” means nonpayment, when due, of any premium or other payment due. This includes the dishonor or rejection, or refusal to pay, by a financial institution of any noncash payment made to **us** or made for this policy.
17. “**Household**” means the address where **you reside** that is shown on the **Declarations Page**.
18. “**Insured car**” means:
- a. Any **car** described on the **Declarations Page**.
 - b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
 - (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 14 days of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** if **we** do not get notice within those 14 days.
 - (2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.
 - (3) The replacement **car** must be acceptable per **our** filed underwriting guidelines.
 - c. Any additional **car** that is not a replacement **car**, that **you** acquire during the policy period, but only if **we** insure all **cars owned by you** and **you** give **us** notice within 14 days of the date the **car** is acquired by **you**. No coverage will apply to an additional **car** if **you** do not notify **us** within 14 days of acquiring that **car**. No Car Damage Coverage shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car** and these conditions have been met. The additional **car** must be acceptable per **our** filed underwriting guidelines.
- A **car** is no longer an “**insured car**” if:
- a. The **car** is sold, assigned or gifted to another **person** or party who is not **you** or a **relative**;
 - b. Possession or title is permanently transferred to another **person** who is not **you** or a **relative**; or
 - c. **You** have asked **us** to remove it from this Policy.
19. “**Loss**” means direct and sudden loss of, or physical damage to, an **insured car** caused by an **accident**. “**Loss**” includes theft or larceny for Part IV. “**Loss**” does not mean or include any **diminution in value**. This definition does not apply in Part V.
20. “**Minimum limits**” means the minimum amount of liability insurance required for personal use of a **car** under the motor vehicle financial responsibility and/or insurance laws of the state in which **you reside**, as shown in **our** records. That minimum limit amount is the per person/per accident limits for **bodily injury** and/or property damage required by such laws on the date of the **accident** (also called “split limits”). If **you reside** in Kansas, then for this policy the “**minimum limits**” for personal use of a **car** are the per person/per accident minimum amounts set forth as the required minimum limits in the Kansas Automobile Injury Reparations Act (as amended) on the date of the **accident**.

21. **“Named insured”** means the **person** or **persons** shown as the policyholder on the **Declarations Page**. If the **named insured** is not a living **person**, then there is no coverage under this Policy for any **relative** or the spouse of the **named insured**.
22. **“Non-owned car”** means any **car**, other than an **insured car**, that is not **owned** by or furnished or available for regular or frequent use by **you**, any **resident** of **your household** or **your** non-resident spouse. **“Non-owned car”** does not include any **car** rented for more than 30 consecutive days.
23. **“Nuclear exposure”** means and includes any type of contact or exposure to any nuclear: element, event, reaction, radiation or radioactive contamination, no matter how caused, and any event to which a nuclear energy liability insurance policy could apply.
24. **“Occupying”** means to be in or upon a **car**, or engaged in the immediate act of getting in, on, out of or off.
25. **“Owns”** and **“Owned”** means to:
- Hold legal title to the **car**;
 - Have legal possession of the **car** subject to a written conditional sales agreement; or
 - Have legal possession of the **car** under a lease agreement of more than 30 days.
26. **“Owner”** means the **person** or entity who:
- Holds legal title to the **car**;
 - Has legal possession of the **car** subject to a written conditional sales agreement; or
 - Has legal possession of the **car** under a lease agreement of more than 30 days.
27. **“Person”** means a natural, living human being and not a corporation, partnership, association or **business** name.
28. **“Property damage”** means physical damage to, or destruction or loss of use of tangible property.
29. **“Punitive damages”** means damages that may be imposed to:
- Punish or deter wrongful, malicious or unlawful conduct;
 - Deter wrongful, malicious or unlawful conduct; or
 - Fine, penalize or impose a statutory penalty;
- other than damages intended to compensate for actual **bodily injury** or **property damage** incurred by a **person**. **“Punitive damages”** include, but are not limited to, damages referred to under any law as punitive damages, exemplary damages, treble damages or statutory multiple damages, and any attorney fees, other fees and interest awarded because of such damages.
30. **“Racing”** means:
- Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not; or
 - Operating a motor vehicle on a track or course designed or used for speed or racing contests, demonstration or high performance driving, or advanced skilled type driver training; or
 - Operating a motor vehicle in any competition, demonstration, sport rally or exhibition activity.
31. **“Regular operator”** is any **person** not listed on the **Declarations Page** who has or had care, custody or **control** of the **insured** car for more than twenty-four (24) hours at any time during the policy term as shown on the **Declarations Page**. The twenty-four (24) hours may be consecutive or cumulative.
32. **“Relative”** means:
- A **person** who primarily **resides** in **your household** (whether or not temporarily living elsewhere) and is related to **you** by blood, marriage or adoption;
 - Your** ward or foster child who primarily **resides** with **you**.
If the **“named insured”** shown on the **Declarations Page** is not a **person**, no one will be a **relative**. This definition does not apply in Part II.
33. **“Reside”**, **“resides”** and **“residing”** mean to dwell permanently, as the **person's** primary and legal domicile.
34. **“Resident”** and **“residents”** mean any **person** or **persons** who **reside** in the **household** of the **named insured**.
35. **“State”** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
36. **“Temporary Substitute Car”** means a **car** not owned by **you**, a **resident**, or a **relative**, that **you** use temporarily while an **insured car** shown on the **Declarations Page** is out of normal use due to servicing, repair, theft, destruction, or malfunction.
A **Temporary Substitute Car** does not include any **car** that is **owned** by **you**, a **resident**, or a **relative**, or that is furnished or available for **your** regular or frequent use.
A **Temporary Substitute Car** is considered an **insured car** only where this Policy specifically provides coverage for its use and must be an acceptable **car** per **our** filed underwriting guidelines.
37. **“Transportation network company”** and **“TNC”** mean any entity (including, but not limited to, a corporation, limited liability company, partnership or sole proprietor) that provides prearranged transportation or ride-sharing type services for-profit or compensation using an online-enabled or digital application, software, website, system or platform to connect a rider with a TNC driver who provides prearranged rides to the between destination points chosen by the rider.
38. **“We”**, **“Us”** and **“Our”** mean the Company providing this insurance, as shown on the **Declarations Page**.
39. **“You”** and **“your”** mean the **“named insured”** shown on the **Declarations Page**, and the spouse of that **named insured** if that spouse **resides** in the **household** of the **named insured** at the time of the **accident** or **loss**.

PART I - LIABILITY TO OTHERS

Insuring Agreement

Subject to the limits of liability and all policy terms, if **you** paid the premium for coverage for Liability To Others, **we** will pay compensatory damages for **bodily injury** or **property damage** for which any **insured person** becomes legally responsible because of a **car accident**. These compensatory damages include prejudgment interest awarded against the **insured person** but do not include **punitive damages**.

We have the right to investigate, negotiate, and settle any claim covered under Part I as **we** deem appropriate. **We** will settle or defend claims and lawsuits for damages covered under this Part I as **we** deem proper. This may include attorneys hired and paid for by **us**.

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 damages under this coverage has been paid. **We** have no duty to defend any lawsuit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Liability Coverage is provided by this policy as required by the Compulsory Insurance Law or Financial Responsibility Law of the state in which the first **named insured resides** at the time this policy is issued. If the first **named insured resides** in Kansas at the time this policy is issued, then this policy will comply and be applied in accord with the minimum requirements of the laws of the State of Kansas, including the Kansas Automobile Injury Reparations Act (as amended), as applicable on the date of the **accident** and to the extent so required.

Additional Definition for Part I Only

As used in Part I:

"**Insured person**" or "**insured persons**" means:

1. **You**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
2. **You**, while driving a **non-owned car** with permission of its **owner** and if used within the scope of that **owner's** permission.
3. Any other **person** using an **insured car** with **your** express or implied consent or permission.
4. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.
5. A **relative** listed as a driver on the **Declaration Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner** if used within the scope of that **owner's** permission.

6. Any Additional Interest shown on the **Declarations Page**, with respect to liability arising out of the use of the **insured car** by a **person** described above. An Additional Interest Insured shall not increase **our** limit of liability. Coverage for the Additional Interest insured is excess over any other valid insurance. Coverage for an Additional Interest insured is limited to the **insured car** for which the Additional Interest insured has been shown on the **Declarations Page**.

An "**insured person**" does not include anyone using a motorized vehicle or device (other than an **insured car** for which Part I applies as shown on the **Declarations Page**) if that vehicle or device is:

1. **Owned** by;
2. Registered to; or
3. Furnished or available for the regular or frequent use of; **you** or a **relative**.

Additional Payments

When coverage applies under this Part I for damages that arise from an **accident**, **we** will also pay:

1. All expenses **we** incur in the settlement of any claim.
2. All expenses **we** incur in the defense of any lawsuit alleging claims against an **insured person** that may be covered by this policy.
3. When required in any suit **we** defend, the premiums or costs to purchase appeal bonds and attachment bonds with a face amount up to **our** limit of liability. **We** have no duty to:
 - a. Pay the premium for any bonds that are more than **our** limit of liability;
 - b. Apply for or furnish bonds; or
 - c. Pay any premium for any appeal bond after **we** have tendered or offered the policy limit in payment of that portion of any judgment that falls within **our** limit of liability.
4. Up to \$100 for a bail bond needed for an **insured person** due to an **accident** arising out of the use of an **insured car**. **We** have no duty to apply for or furnish bonds.
5. Other reasonable expenses, other than loss of earnings, incurred at **our** request.

These additional payments listed here-above are separate from, and do not reduce, the limit of liability for Liability To Others coverage shown on the **Declarations Page**.

Exclusions

Coverage for Liability to Others and **our** duty to defend do not apply to:

1. **Bodily injury** or **property damage** that arises out of the ownership, maintenance or use of a motor vehicle to carry **persons** for a charge. This includes, but is not limited to, using a motor vehicle to carry or transport **persons**:
 - a. as a public or livery service;

- b. in the course of **TNC** services; or
- c. for any type of charge, compensation or fee, or in the course of any similar for-profit activity.

This exclusion does not apply to shared-expense car pools.

2. **Bodily injury** or **property damage** caused by:
 - a. An intentional act by, or at the direction of, an **insured person**, even if the **bodily injury** or **property damage** that results is not what was intended but is a natural and probable consequence; or
 - b. A deliberate act by, or at the direction of, an **insured person** which any reasonable **person** would deem intended or calculated to cause **bodily injury** or **property damage**.
3. **Bodily injury** or **property damage** that arises out of, or is due to:
 - a. The dumping, discharge or escape of irritants, pollutants or contaminants, except if the discharge is sudden, accidental and otherwise covered; or
 - b. Any nuclear or radioactive type event that would be covered under a nuclear energy liability policy.
4. **Bodily injury** to an employee, employer or co-worker of any **insured person** that occurs in the course of employment, or to which insurance under any type of workers compensation or disability or similar law applies. Coverage does not apply to a domestic employee if benefits are payable or are required to be provided under any workers' compensation or other similar law.
5. **Bodily injury** or **property damage** that arises out of the ownership or use of an **insured car** when it is rented, leased or provided to anyone else in exchange for any form of value, compensation or reimbursement.
6. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car** by an **insured person**, while in the course or scope of employment.
7. Any liability assumed by an **insured person** under any bailment, contract or agreement.
8. **Bodily injury** or **property damage** for which the United States Government is liable under the Federal Tort Claim Act or similar law.
9. **Bodily injury** or **property damage** that arises out of the ownership, maintenance or use of a motor vehicle by any **person** employed or engaged in any way in an **auto business**. This does not apply to **you** or a **relative** using or operating an **insured car**.
10. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of any motor vehicle by any **person** while engaged in any **business** activities (other than **auto business** activities excluded in the exclusion directly above). This exclusion does not apply to:
 - a. **Business** use of an **insured car** that has been declared to **us** and for which **you** have paid the additional business use premium for that use; or
 - b. The otherwise covered use of an **insured car** for the amount of otherwise covered damages for **bodily injury** or **property damage** that is less than or equal to **minimum limits**, if so required by law.

11. **Property damage** to property:

- a. Rented to;
 - b. Used by;
 - c. Transported by;
 - d. Owned by; or
 - e. In the care of;
- the **insured person**.

This exclusion does not apply to **property damage** to a residence or private garage not owned by an **insured person, you** or a **relative**, that is rented by **you**.

12. **Bodily injury** or **property damage** that arises out of the ownership, maintenance or use of a motor vehicle to deliver or transport property, products, materials, food or goods for any type of charge, compensation or fee, or in the course of any similar for-profit activity. This includes, but is not limited to:
 - a. The pickup, carrying and drop off of property, food or goods;
 - b. Any delivery or transport of food, packages, parcels or other property.

This exclusion does not apply to the otherwise covered use of an **insured car** for the amount of otherwise covered damages for **bodily injury** or **property damage** that is less than or equal to **minimum limits**, if so required by law.
13. **Bodily injury** or **property damage** that results from the handling of property:
 - a. Before it is moved from the place where it is accepted by the **insured person** for movement into or onto the **insured car**; or
 - b. After it is moved from the **insured car** to the place where it is finally delivered by the **insured person**.
14. **Bodily injury** or **property damage** that results from the movement of property by a mechanical device, other than a hand truck, not attached to the **insured car**.

If a court with proper jurisdiction finds an exclusion is invalid and cannot be enforced, that exclusion is revised so it will:

1. Not apply to the portion of damages that is less than or equal to the **minimum limits**; and
2. Apply and be enforced as to all other damages.

Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

we will pay no more than the limits of liability shown on the **Declarations Page** due to any one **accident**. There will be no adding, stacking or combining of coverage afforded to more than one **car** or **insured person** under this policy.

The limit for "each person" is the most **we** will pay due to **bodily injury** sustained by a **person** in an **accident**, and only the limit for "each **person**" will apply to the total of claims made due to that **bodily injury**, including any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. Loss of society;
 - b. Loss of companionship;
 - c. Loss of service or support;
 - d. Loss of consortium; and
 - e. Wrongful death; and
2. For mental anguish or emotional distress due to observing the **accident** or **bodily injury** occur.

Subject to the **bodily injury** limit for "each person", the limit for "each accident" is the most **we** will pay for **bodily injury** sustained by two or more **persons** in one **accident**.

The **property damage** liability limit for each occurrence is the most **we** will pay for any damage to property in one **accident**.

No one is entitled to duplicate payments under this coverage for the same element of damages that has been paid by:

1. Any other coverage under this policy;
2. Workers' compensation or any similar insurance; or
3. Any other source.

Our limit of liability will not be increased for an **accident** because a trailer is attached to an **insured car** or a **non-owned car** at the time of the **accident**.

Out of State Insurance

If an **accident** to which this Part I applies occurs in any state, territory or possession of the United States of America or any territory of Canada, other than the one in which an **insured car** is principally garaged, and the state, province, territory or possession has:

1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident drives a **car** in that state, province, territory or possession, this policy will provide the greater of:
 - a. The required minimum amounts and types of coverage; or
 - b. The limits of liability under this policy.

Other Insurance

If other motor vehicle liability insurance applies to an **accident** covered by this Part I, **we** will pay the proportionate share **our** limit of liability bears to the total of all applicable liability limits with the same priority. However:

1. Any insurance **we** provide for a **car**, other than an **insured car**, will be excess over any other collectible insurance, self-insurance or bond.
2. The total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability.

Nothing in this Other Insurance clause implies or creates coverage that does not otherwise exist under this policy or which is limited by any other policy provisions.

Financial Responsibility Laws

When **we** certify this policy as proof of future financial responsibility, this policy will comply with the minimum financial responsibility laws, as amended, to the extent required by law for **bodily injury** and **property damage**. **You** must reimburse **us** for any payment **we** make which **we** would not have made under the terms of this policy except for it being certified.

PART II – PERSONAL INJURY PROTECTION (PIP)

Insuring Agreement

Subject to the Kansas Automobile Injury Reparations Act, the limits of liability and all policy terms, if **you** paid the premium for Personal Injury Protection (PIP) Coverage when due, **we** will pay without regard to fault for the PIP benefits listed here (when and as applicable):

1. **Disability benefits;**
2. **Funeral benefits;**
3. **Medical benefits;**
4. **Rehabilitation benefits;**
5. **Substitution benefits;** and/or
6. **Survivors' benefits;**

to or on behalf of an **insured person** due to losses and expenses incurred because of **bodily injury** sustained by that **insured person** as a result of an **accident** that arises out of the ownership, operation, maintenance or use of a **motor vehicle**.

No claim for any PIP coverage shall be made after 2 years from the date of the **accident** causing the **bodily injury** to an **insured person**.

Additional Terms for Part II

PIP Coverage is subject to the following:

1. **We** have the right to review medical and rehabilitation expenses and records to determine if each expense is reasonable and necessary for the diagnosis and treatment of the **bodily injury**.
2. **We** may refuse to pay for any portion of a medical and/or rehabilitation expense:
 - a. That is unreasonable because the fee for the service is greater than the fee that is the usual and customary charge.
 - b. When the service(s) rendered is:
 - (1) Not provided and prescribed by a United States state licensed medical or health care provider acting within the scope of that license;
 - (2) Unnecessary for the treatment of the **bodily injury**;
 - (3) For the treatment of a **bodily injury** that was not caused by the **accident**; or
 - (4) Treatment, services, procedures or products that are experimental or for research, or not commonly recognized in the medical profession in the U.S. as a customary treatment for the **bodily injury**.
 - c. Which the **insured person** is not directly and legally required to pay.
 - d. That has been paid by other sources.
 - e. Which the **insured person** is not required to pay because that **person** is a member of a health maintenance organization (HMO) or uses a preferred provider organization (PPO) or similar cost reduction group.
3. **We** may use sources of information selected by **us** to determine if any medical and/or rehabilitation expense is:
 - a. Reasonable and necessary;
 - b. Caused by the **accident**; and
 - c. Greater than the usual and customary charge.These sources may include:
 - a. Exams by doctors **we** select. **We** will pay for these exams;
 - b. Review of medical records and test results by **persons** and services selected by **us**;
 - c. Computerized programs for analysis of medical treatment and expenses;
 - d. Published sources of medical expense information;
 - e. State Fee Schedules; and
 - f. Federal Fee Schedules.

Additional Definitions for Part II Only

When shown in Part II in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **Disability benefits** means, during the **insured person's** lifetime, allowances for loss of **monthly earnings** due to that **insured person's** inability to engage in available and appropriate gainful activity, subject to:
 - a. The **bodily injury** sustained in the **motor vehicle accident** is the proximate cause of that **insured person's** inability to engage in available and appropriate gainful activity;
 - b. The maximum amount set forth on the **Declarations Page** for PIP disability benefits, allowances shall equal 100% of any such loss per **insured person**, unless such allowances are deemed not includable in gross income for federal income tax purposes, in which event such allowances shall be limited to 85%; and
 - c. Allowances shall be made up to a maximum of not less than \$900 per month for not to exceed one (1) year, or any other higher limit and/or longer time shown on the **Declarations Page** for PIP disability benefits, after the date the **insured person** becomes unable to engage in available and appropriate gainful activity; reduced by any income from work actually performed by the **insured person**.
2. **Funeral benefits** means allowances for funeral, burial or cremation expenses in an amount not to exceed \$2,000, or any higher limit shown on the **Declarations Page** for PIP funeral benefits, per **insured person**.
3. **Insured person** means:
 - a. **You**, any **resident household member** and any **person** listed as a driver on the **Declarations Page**, when any such **person** sustains **bodily injury** while:
 - (1) **Occupying a motor vehicle**; or
 - (2) Not **occupying a motor vehicle** if that **bodily injury** sustained by that **person** is caused by physical contact with a **motor vehicle**.
 - b. Any other **person** who sustains **bodily injury**:
 - (1) In the State of Kansas while **occupying** or operating the **insured motor vehicle**; or
 - (2) If that **person** is a resident of the State of Kansas, and while not **occupying the insured motor vehicle**, if the **bodily injury** is caused by physical contact with the **insured motor vehicle**.

An **insured person** does not include any **person** (not including the **named insured**) who, at the time of the **accident**, is the **owner** of a **motor vehicle** with respect to which a motor vehicle liability insurance policy is required by the Kansas Automobile Injury Reparations Act.
4. **Insured motor vehicle** means an **insured car owned** by a **named insured** and for which:
 - a. The **bodily injury** liability insurance of Part I of this policy applies;
 - b. A specific premium is charged for coverage under both Liability Coverage and Personal Injury Protection of this Policy; and
 - c. The **named insured** is required or has elected to maintain security under the Kansas Automobile Injury Reparations Act, as amended.

5. **Medical benefits** means and includes allowances, not to exceed a limit of \$4,500 or any higher limit shown on the **Declarations Page** for PIP medical benefits, for:

- a. All reasonable expenses for necessary health care rendered by practitioners licensed by the state board of healing arts to practice any branch of the healing arts or licensed psychologists, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital and nursing services; and
- b. Services recognized and permitted under Kansas law for an injured **insured person** who relies upon spiritual means through prayer alone for healing in accord with that **insured person's** religious beliefs.

Medical benefits do not include:

- a. The portion of any charge for a room in any hospital, clinic, convalescent or nursing home or extended care facility, or any similar facility in excess of the reasonable and customary charge for semi-private accommodations unless intensive care is medically required; or
- b. **Rehabilitation benefits.**

6. **Monthly earnings** means, in the case of an **insured person** who is:

- a. Regularly employed or self-employed, 1/12 of the annual earnings of that **insured person** at the time the **bodily injury** is sustained; or
- b. Not regularly employed or self-employed, or of an **insured person** who is unemployed, 1/12 of the anticipated annual earnings from the time such **insured person** would reasonably have been expected to be regularly employed. In calculating the anticipated annual earnings of an unemployed **person** who has previously been employed, **we** will average the annual compensation of such **person** for not to exceed five (5) years preceding the year of **bodily injury**, during which such **insured person** was employed.

Monthly earnings, for the purpose of **survivors' benefits**, shall include, in the case of a **person** who was a social security recipient or a retirement or pension benefit recipient, or both, at the time of such injured insured **person's** death, 1/12 of the annual amount of the difference between the annual amount of the social security benefits or the retirement benefits, or both, that such injured **insured person** was receiving at the time of that injured **insured person's** death and the annual amount of the social security benefits or the retirement benefits, or both, that the survivor is receiving after the time of such injured **insured person's** death.

7. **Motor vehicle** means a self-propelled vehicle of a kind required to be registered in the State of Kansas, including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle. **Motor vehicle** does not include a motorized bicycle or any vehicle designed mainly for use off public roads while not upon public roads.

8. **Rehabilitation benefits** means allowances for all reasonable expenses not to exceed a limit of \$4,500, or any higher limit shown on the **Declarations Page** for PIP rehabilitation benefits, for necessary psychiatric or

psychological services, occupational therapy and such occupational training and retraining as may be reasonably necessary to enable the injured **insured person** to obtain suitable employment.

Rehabilitation benefits do not include **medical benefits.**

The following standards apply as to rehabilitation procedures and/or treatment and rehabilitative occupational training and/or retraining:

- a. A procedure or treatment, whether or not involving surgery, shall be recognized and medically accepted;
- b. A course of occupational training or retraining shall be a recognized form of training and be reasonable and appropriate for the particular case;
- c. A procedure, treatment or training shall contribute substantially to rehabilitation; and
- d. The cost of a procedure, treatment or training shall be reasonable in relation to its probable rehabilitation effects.

9. **Resident household member** means:

- a. A relative of any degree by blood, marriage or adoption and who usually makes a home in the same family unit as the **named insured**, whether or not temporarily living elsewhere; and
- b. **Your** ward or foster child who resides in **your** household.

If the **named insured** is not a **person**, then no one is a **resident household member** for purposes of any coverage or benefits under this Part II.

10. **Substitution benefits** means allowances for appropriate and reasonable expenses incurred in obtaining other ordinary and necessary services in lieu of those that, but for the **bodily injury**, the injured **insured person** would have performed for the benefit of that **person** or that **person's** family, subject to a maximum of \$25 per day for not longer than 365 days after the date such expenses are incurred, or any other higher limit and/or longer time period shown on the **Declarations Page** for PIP substitution benefits.

11. **Survivor** means the living and surviving:

- a. Spouse; or
- b. Child or children under the age of 18 years; of a deceased **insured person** where death of that **insured person** resulted from **bodily injury** sustained in a **motor vehicle accident** covered under this Part II.

The Kansas Uniform Simultaneous Death Act does not apply to determine whether or not a **person** is a **survivor** entitled to **survivors' benefits** under this Part II.

12. **Survivors' benefits** means total allowances to all **survivors** for:

- a. Loss of an **insured person's monthly earnings** after that **insured person's** death, up to a maximum of \$900 per month, or any other higher limit shown on the **Declarations Page** for PIP survivors' benefits; and

b. **Substitution benefits** following the **insured person's** death. Expenses of the **survivors** which have been avoided by reason of the **insured person's** death shall be subtracted from the allowances to which **survivors** would otherwise be entitled. **Survivors' benefits** shall not be paid for more than one (1) year after the **insured person's** death, less the number of months the **insured person** received **disability benefits** prior to the **insured person's** death.

13. **Workmen's compensation law** means the Workmen's Compensation Act of Kansas, the United States Longshoremen's and Harbor Workers' Compensation Act, the Federal Employer Liability Acts and any similar state or federal law.

Exclusions

No coverage and no benefits of any kind apply under this Part II for or related to **bodily injury**:

1. Sustained by **you**, or any **resident household member**, while **occupying** another **motor vehicle owned** by the **named insured** that is not an **insured motor vehicle**.
2. Sustained by any **person** operating the **insured motor vehicle** without the expressed or implied consent of the **named insured**.
3. If the **person** injured:
 - a. Caused injury to himself or herself intentionally;
 - b. Was an intentional converter of a **motor vehicle** at the time the **bodily injury** was sustained;
 - c. Was injured as a result of conduct within the course of a **business** of repairing, servicing or otherwise maintaining **motor vehicles**, unless such conduct occurred off of the **business** premises; or
 - d. Was injured as a result of conduct in the course of loading and unloading a **motor vehicle**, unless the conduct occurred while **occupying**, entering into or alighting from such **motor vehicle**.
4. Sustained by any **person** while **occupying** an **insured motor vehicle** when used for **TNC** services.

Limits of Liability

The limit of liability for PIP and/or each PIP benefit that applies is shown on the **Declarations Page** and/or described and defined in this Part II for any one **insured person**.

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or

8. Lawsuits filed;
we will pay no more than the limit of liability shown for this coverage or benefit on the **Declarations Page** and/or described and defined in this Part II for each **insured person** in any one covered **accident**. There will be no adding, stacking or combining of coverage afforded to more than one **car** under this policy.

The limit is not increased in any way if there is a covered **accident** that involves a trailer attached to and being towed by a **motor vehicle**.

Any amount payable under this Part II for or related to **bodily injury** shall be reduced by the amount payable for that **bodily injury** under any **workmen's compensation law**.

Other Insurance

If there is any other applicable **car** or **motor vehicle** personal injury protection (PIP), first party benefits, medical payments or other similar source of no-fault recovery, the terms set forth here apply.

PIP or any similar benefits to or for an **insured person** are to be paid in accord with the order of priorities in the Kansas Automobile Injury Reparations Act (as amended). The primary PIP type coverage shall be provided by the policy covering:

1. The **motor vehicle occupied** by the injured **insured person** at the time of the **accident**; or
2. The **motor vehicle** causing such physical contact.

The above order of priority applies (unless amended by law to a different order) and is further subject to the following terms:

1. If two or more insurers or self-insurers are liable to pay personal injury protection benefits for the same **bodily injury** to any one **insured person**:
 - a. The maximum amount payable under all applicable policies shall not exceed the highest limit of any one policy providing such personal injury protection.
 - b. **We** will pay only **our** share of the damages. **Our** share is the proportion that **our** Limit of Liability bears to the total of all available coverage limits.
2. If **you**, a **resident household member** or any **person** listed as a driver on the **Declarations Page** sustain **bodily injury** while **occupying**, or when struck by, a **motor vehicle** (other than the **insured motor vehicle**), any coverage provided by this policy shall be excess to any coverage provided by the policy covering such **motor vehicle**.

Nothing in this Other Insurance clause implies or creates coverage that does not otherwise exist under this policy or which is limited by any other policy provisions.

Assignment of Benefits

Payment for medical and/or rehabilitation expenses will be paid directly to a physician or other health care provider if **we** receive a written assignment signed by the **insured person** to whom such benefits are payable.

If **we** pay benefits directly to a physician or other health care provider, as directed by the written assignment, **we** have no duty to pay those same benefits to the **insured person**.

PIP Claims

For Part II coverage to apply, all notice requirements, duties and policy terms must be satisfied; and the following terms also apply as required by the Kansas Automobile Injury Reparations Act (as amended).

Notice, in writing when **we** so require, must be given to **us** as soon as practicable after any **motor vehicle accident**. Written notice and proof of any PIP claim must include:

1. The nature and extent of the **bodily injury**;
2. Medical reports, treatment and/or rehabilitation received and contemplated; and
3. Any other information to help **us** determine the amount due and payable.

If PIP benefits are covered, then such PIP benefits are:

1. Due and payable as loss accrues and upon receipt of reasonable proof of such loss and the amount of expenses.
2. Overdue if not paid within 30 days after **we** are given proper written notice of the fact of a covered loss under this Part II and written proof of the amount of same, unless **we** have reasonable proof to establish that **we** are not responsible for the payment.
3. To be paid, if such benefits are covered **disability benefits**, not less than every 2 weeks after proper notice and proof is given to **us**.

In the event that proper written notice is not given to **us** for the entire PIP claim:

1. Any partial amounts supported by written notice are overdue if not paid within 30 days after such notice is provided.
2. Any part, or all, of the remaining claim that is subsequently supported by written notice is overdue if not paid within 30 days after **we** are provided with that further notice.

If **we** have reasonable proof to establish that **we** are not responsible for the payment, or a part of it, these 30 day periods for payment do not apply.

To calculate the extent to which any PIP benefit(s) is overdue, payment shall be treated as being made on the date a draft (or other valid instrument which is equivalent to payment) was placed in the United States mail in a properly addressed, postpaid envelope, or, if not so posted, on the date of delivery. An overdue payment shall bear simple interest at the rate of 18% per year (unless otherwise amended by law).

Premium Adjustment

To determine **your** premium for this policy, **we** rely on the State of Kansas laws governing automobile injury reparations, personal injury protection and mandatory **motor vehicle** liability insurance, as amended. If any of those laws are revised or repealed, or a court with proper jurisdiction declares or enters a judgment to the effect of which is to render, any of those laws invalid or unenforceable, in whole or in part, **we** may amend the terms of coverage under this Part II in response and readjust the premium that must be paid for the policy. Any such changes will be effective retroactively to the date that such law, or any amendment, is revised, repealed or deemed to be invalid or unenforceable in whole or in part.

PART III – UNINSURED/UNDERINSURED MOTORISTS (UM/UIM)

Insuring Agreement

Subject to the limits of liability and all policy terms, for the coverage under Part III purchased by **you** and shown on the **Declarations Page**, if the premium is paid when due, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** due to **bodily injury**:

1. Sustained by an **insured person**; and
2. Caused by an **accident**; that arises out of the ownership, maintenance or use of the **uninsured motor vehicle** or **underinsured motor vehicle**.

No coverage of any kind applies to or covers **punitive damages**.

Additional Terms for Part III

The following Additional Terms apply to this Part III:

1. The liability of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** for **bodily injury** must arise out of the ownership or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.
2. **We** will pay under this Part only:
 - a. After the limits of liability under all other applicable liability policies and bonds have been exhausted by payment; or
 - b. After an offer of settlement has been made to an **insured person** by the insurer of the **uninsured motor vehicle** or **underinsured motor vehicle**, and **we** have been given:
 - (1) Not less than 30 days written notice, by certified mail, of that offer to pay. That written notice to **us** shall include documentation of pecuniary losses incurred, copies of all medical bills, and authorization or a court order to obtain reports from all employers and medical providers; and

- (2) An opportunity to advance payment to the **insured person** in an amount equal to the offer settlement within 30 days after receipt of notice; or
 - c. If **we** and the **insured person** otherwise reach a written settlement agreement.
3. **We** are not bound by any judgment that arises out of a lawsuit with respect to:
- a. The liability of an **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
 - b. The amount of **bodily injury** damages that result from an **accident**; if a lawsuit is brought without **our** written consent.
4. **We** are not bound by any settlement agreement entered into with the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle** that occurs without **our** written consent.

Additional Definitions for Part III Only

When shown in Part III in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **“Insured person”** means:
 - a. **You**.
 - b. A **relative**.
 - c. Any other **person** who uses or is **occupying** an **insured car** with **your** permission.

An **“insured person”** does not include anyone using or **occupying** a vehicle without the permission of the **owner** of that vehicle. This does not apply to the use of the **insured car** by **you** or a **relative**.

An **“insured person”** does not include anyone using a motorized vehicle or device (other than an **insured car** for which Part III applies as shown on the **Declarations Page**) if that vehicle or device is:

 - a. **Owned** by;
 - b. Registered to; or
 - c. Furnished or available for the regular or frequent use of; **you** or a **relative**.
2. **“Motor vehicle”** means a self-propelled land motor vehicle designed for use on public roads and highways, and subject to motor vehicle registration laws.
3. **“Underinsured motor vehicle”** means a **motor vehicle** for which one or more **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident** but:
 - a. All limits available under those sources of recovery for **bodily injury** liability are less than the limit of liability for this Part III as shown on the **Declarations Page**; or
 - b. The amount available and paid for **bodily injury** to the **insured person** from those liability bonds, policies or self-insurance as sources of recovery, after payment to other **persons** who sustain **bodily injury** in

that same **accident**, is less than the limit of liability for this Part III as shown on the **Declarations Page**.

“Underinsured motor vehicle” does not include any vehicle or its equipment that is:

- a. **Owned** by, or furnished or available for the regular use of, **you** or a **relative**;
 - b. **Owned** by the United States of America, Canada, a state, any other governmental entity, unit or agency;
 - c. Operated on rails or crawler treads;
 - d. Designed for use mainly off public roads, while not on public roads;
 - e. Located for use as a residence or premises;
 - f. Insured under Part I of this policy; or
 - g. An **uninsured motor vehicle**.
4. **“Uninsured motor vehicle”** means a **motor vehicle** for which:
- a. No **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident**.
 - b. There is liability insurance, but the insurer has legally denied coverage under its policy.
 - c. There is liability insurance, but the insurer that issued the policy is or becomes insolvent within two (2) years after the **accident**.
 - d. The **owner** or operator cannot be identified, and that **motor vehicle**:
 - (1) Hits, with actual physical contact, an **insured person**, or a vehicle an **insured person** is **occupying**, causing **bodily injury** to that **insured person**; or
 - (2) Otherwise causes **bodily injury** to that **insured person**.

If there is no evidence of physical contact with that **motor vehicle**, then the facts of the **accident** must be corroborated by reliable competent evidence from a disinterested witness not making claim under the policy. The testimony of an **insured person** seeking any coverage from this policy is not independent corroborative evidence, unless supported by additional evidence.

“Uninsured motor vehicle” does not include any vehicle or its equipment that is:

- a. **Owned** by, or furnished or available for the regular use of, **you** or a **relative**;
- b. **Owned** by the United States of America, Canada, a state, any other governmental entity, unit or agency;
- c. Operated on rails or crawler treads;
- d. Designed for use mainly off public roads, while not on public roads;
- e. Located for use as a residence or premises;
- f. **Owned** or operated by a self-insured under any applicable motor vehicle law, except a self-insured that is or becomes insolvent;
- g. Insured under Part I of this policy; or
- h. An **underinsured motor vehicle**.

Exclusions

1. **We** do not provide coverage under this Part III for any **insured person**:
 - a. If that **person**, or that **person's** legal representative:
 - (1) Files suit against the motorist without notice to **us**; or
 - (2) Settles the claim without **our** consent, and **our** right to recover payment from any liable party has been prejudiced by such act.
 - b. While **occupying your insured car** while it is being used for **TNC** services.
 - c. While operating any **motor vehicle** or motorized device being used to provide **TNC** services.
 - d. While using or **occupying** any **motor vehicle owned** by, or furnished or available for the regular use of, **you** or a **relative**, if that vehicle is not an **insured car** under this policy.
 - e. To the extent that workers' compensation benefits apply.
 - f. To the extent that personal injury protection benefits (under this or any other policy) apply.
2. This coverage shall not apply directly or indirectly to benefit any:
 - a. Insurer or self insurer under any of the following or similar laws:
 - (1) Workers compensation law; or
 - (2) Disability benefits law; or
 - b. Government entity, unit or agency.

If a court with proper jurisdiction finds an exclusion invalid, that exclusion is revised to apply only to the portion of damages that exceeds **minimum limits**.

Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

we will pay no more than the limit of liability shown for this coverage on the **Declarations Page**. There will be no adding, stacking or combining of coverage afforded to more than one **car** under this policy.

The amount shown on the **Declarations Page** for "each person" is the most **we** will pay for all damages due to a **bodily injury** to one **person** in any one **accident**, and only the limit for "each person" will apply to the total of claims made for **bodily injury** and any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. Loss of society;
 - b. Loss of companionship;

- c. Loss of service or support;
 - d. Loss of consortium; and
 - e. Wrongful death.
2. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur.

Subject to the "each person" limit the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more **persons** in any one **accident**.

No one will be entitled to duplicate payments for the same elements of damages under this policy or from any other source.

To prevent duplication of benefits, and subject to all other applicable limits of liability in this policy, the total damages an **insured person** is legally entitled to recover because of the **accident** covered by this Part shall be reduced by any amount paid or to be paid because of **bodily injury**:

1. By or on behalf of any **persons** or organizations that may be legally responsible, including, but not limited to all sums paid under Part I of this policy;
2. Under Part II and/or under any other personal injury protection, no-fault or reparations coverage, first party benefits or medical payments coverage;
3. Under any workers' compensation law, disability benefits law, or similar laws; and
4. From any other source of recovery, including but not limited to any other insurance policy.

Other Insurance

When an **insured person** occupies any vehicle, other than **your insured car**, this insurance shall be excess over any other similar insurance, bonds or self-insurance available to the **insured person**. The insurance, bonds or self-insurance which applies to the occupied **motor vehicle** is primary.

If there is other applicable similar insurance, bonds or self-insurance with the same priority of payment available under more than one policy or provision for coverage on an **accident** covered by this Part, **we** will pay only **our** share of the damages. **Our** share is determined as the proportion that **our** limit of liability bears to the total of all limits applicable on the same level of priority.

If two or more insurers or self-insurers are liable to pay UM and/or UIM type benefits in any one covered **accident**, the maximum amount payable under all applicable policies shall not exceed the highest limit of any one policy providing such UM/UIM coverage.

This "Other Insurance" section is subject to all other policy terms. Nothing in this "Other Insurance" section creates, implies or expands any coverage that does not already exist under the terms of this policy.

Arbitration

Arbitration is not available for coverage disputes.

ARBITRATION IS AVAILABLE IF BOTH THE INSURED AND WE VOLUNTARILY AND MUTUALLY AGREE TO HAVE A DISPUTE ARBITRATED AS SET FORTH IN MORE DETAIL AS FOLLOWS:

If agreement cannot be reached between the **insured person** and **us** on:

1. Whether that **insured person** is legally entitled to recover damages; and
2. The amount of damages which are recoverable by that **insured person**; from the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle**, then the dispute may be arbitrated if both parties agree in writing.

If **we** and the **insured person** agree to arbitrate, a qualified and impartial arbitrator shall be selected by the parties. If the parties cannot agree on an arbitrator within 30 days, either may request that a judge of a court with proper jurisdiction select such arbitrator.

Unless otherwise agreed by both parties:

1. Arbitration will take place in the county in which the **insured person resides**; and
2. Local rules of law as to procedure and evidence will apply. Disputes as to procedure and evidence shall be subject to the authority of the arbitrator.

The arbitrator has no authority to:

1. Decide issues of coverage; or
2. Award any amount:
 - a. In excess of the limit of liability;
 - b. As **punitive damages**; or
 - c. As fees, costs or interest.

THE ARBITRATOR'S DECISION WILL BE BINDING ON:

1. **WHETHER THE INSURED PERSON IS LEGALLY ENTITLED TO RECOVER DAMAGES; AND**
2. **THE AMOUNT OF DAMAGES IF THE AMOUNT DOES NOT EXCEED THE MINIMUM LIMITS. IF THE ARBITRATOR'S AWARD EXCEEDS THE MINIMUM LIMITS, EITHER PARTY MAY DEMAND THE RIGHT TO A TRIAL. THIS DEMAND MUST BE MADE WITHIN 60 DAYS OF THE ARBITRATOR'S DECISION. IF THIS DEMAND IS NOT MADE, THE AMOUNT OF DAMAGES AGREED TO BY THE ARBITRATOR WILL THEN BE BINDING.**

Each party will pay the expenses it incurs, and share in paying the agreed expenses of the arbitration and arbitrator equally.

PART IV - CAR DAMAGE COVERAGE

Insuring Agreement

Subject to the limits of liability and all policy terms, if the premium is paid for coverage under Part IV when due, **we** will pay for a **loss** described below to an **insured car** for which coverage has been purchased. **We** will pay for **loss** to an **insured car** caused by:

1. A comprehensive **loss**, other than collision, only if the **Declarations Page** shows that Other Than Collision coverage applies for that **insured car**.
2. Collision, only if the **Declarations Page** shows that Collision Damage applies for that **insured car**.

Loss caused by:

1. Missiles;
2. Falling or thrown objects;
3. Fire;
4. Theft or larceny;
5. Malicious mischief or vandalism;
6. Riot or civil commotion;
7. Explosion;
8. Earthquake;
9. Windstorm or hail;
10. Water or flood but not to include when **you**, a **relative**, or a **regular operator** drive any **car** into unsafe or unpassable flooded roadways or areas if that **car** or **person** is not otherwise in danger; or
11. Accidental glass breakage;

are comprehensive losses to be paid under Other Than Collision coverage. **Loss** due to the hitting or being hit by an animal or bird will also be paid under Other Than Collision coverage, but only if there is proof that the **car** damage directly resulted from contact with that animal or bird. A comprehensive **loss** shall not include any **loss** covered as a collision.

Loss caused by an **insured car**:

1. Overturning, rolling, or flipping; or
 2. Colliding with, or being hit by, another object;
- are collision losses to be paid under Collision Coverage. A collision **loss** shall not include any **loss** covered as a comprehensive **loss**.

Towing and Labor Coverage

If **you** paid the premium for Towing and Labor Coverage and it is shown on the **Declarations Page**, **we** will pay up to the limits shown on the **Declarations Page** for towing and labor costs incurred each time an **insured car** for which **you** bought this coverage is disabled. This includes the costs associated with emergency flat tire change, tire repair, battery jump, battery repair, fuel delivery (but not the fuel) and locksmith services each time an **insured car** is disabled, subject to the limits shown on the **Declarations Page** for that **insured**

car. Covered labor must be performed at the time and place of disablement and does not include routine maintenance of the **insured car**. The maximum amount **we** will pay for any single disablement will be the amount shown on the **Declarations Page** for this coverage for that **insured car**. **You** must provide **us** with a verifiable receipt of the towing or labor charges incurred. This coverage does not apply to towing from entrapment in snow, mud, water or sand, more than 100 feet from a public road or highway.

Rental Car Coverage

If **you** paid the premium for Rental Car Coverage and it is shown on the **Declarations Page**, when an **insured car** for which **you** bought this coverage sustains **loss** due to a collision, **we** will reimburse **you** for necessary **car** rental charges **you** incur from a licensed rental car agency, while that **insured car** is inoperable due to that **loss**. **We** will pay no more than the lesser of:

1. The limit shown on the **Declarations Page**; or
2. The **actual cash value** of the **insured car** at the time of **loss**.

Rental Car Coverage is limited to the period of time that the **insured car** is inoperable or under repair.

Rental Car Coverage will end 72 hours after **we** offer to pay the amount **we** determine is due for the **loss**.

No deductible applies to Rental Car Coverage. The limits shown on the **Declarations Page** are the most **we** will pay as the result of any one **loss**, regardless of the number of **insured cars** listed on this policy or premiums paid.

We must be given original receipts, or written proof that can be verified, of the rental charges. **We** have no duty to pay for charges or costs that cannot be verified.

Damage To A Rental Car Coverage

If **you** paid the premium for Damage To A Rental Car Coverage and it is shown on the **Declarations Page**, the Car Damage Coverage **you** have purchased for an **insured car** is extended to a **non-owned car** that **you** rent from a licensed rental car agency. The rented **car** must be of the same type or class of vehicle as **your insured car** for this coverage to apply. This coverage does not apply to a **car** rented for **business** purposes but does apply to a **car** rented for recreational purposes or as a substitute **car** for **your insured car** while it is out of service due to an **accident** or **loss**. All terms, conditions, exclusions and limitations in Part IV shall apply to coverage to a **non-owned car** under this Damage To A Rental Car Coverage.

Additional Definition

When shown in Part IV in **bold** print, "**special/additional equipment**" means any of the following, except when installed by the original manufacturer of an

insured car or by the manufacturer's dealer as a manufacturer's new car option or equipment on an **insured car**:

1. Parts, accessories and any other equipment or enhancement;
2. Any modified suspension equipment, modified engines, modified carburetor systems, modified exhaust system, modified equipment, or custom wheels, including, but not limited to:
 - a. Aluminum, magnesium, chrome or alloy wheels;
 - b. Special wide-tread tires or slicks or tires that are not the size specified by the manufacturer;
3. Custom paint, murals, logos, trademarks, insignia, decals, graphics or any decorative marks;
4. Special carpeting or furnishings; sunroofs, moon roofs, t-bar or height extending roofs; bubble domes or similar windows; refrigeration or cooking equipment and any equipment used for sleeping;
5. Ground-effects, after-market lights, custom grilles, louvers, side pipes, hood scoops, spoilers and front-end protectors;
6. Winches, roll bars and running boards;
7. Equipment to make a vehicle handicap accessible;
8. Tool bench/boxes; and
9. Electronic video, audio, digital or data transmitting, receiving, recording and playback devices, including but not limited to:
 - a. Any communication, or audio devices, including citizen band radios, two way mobile radios, televisions, VCR, mobile cellular and other telephones, blue tooth devices, scanning monitor receivers, audio devices that record and/or play sound, and including: radios; satellite radios; stereos; cassette tape decks; compact disk systems; MP3 devices; internet video and/or audio streaming devices; audio interface devices; radio scanners; and any similar device for reproducing sound;
 - b. GPS and other navigation systems;
 - c. Personal computers and internet access systems;
 - d. Video devices, including DVD devices, VCR's; monitors; cameras, streaming devices and televisions, and any similar device; and
 - e. Any accessories, cables, connectors or antennas used with any of these types of equipment.

Exclusions

Coverage does not apply to **loss**:

1. To an **insured car** while used for livery, **TNC** services or **delivery** services. This exclusion does not apply to shared expense car pools.
2. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. **Nuclear exposure**;

- g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
 - h. Any consequence of any of the items listed above.
3. To any **special/additional equipment**. However, if **you** have paid the premium for Special/Additional Equipment Coverage and it is shown on the **Declarations Page**, this exclusion shall not apply to the **special/additional equipment** listed on the schedule of **special/additional equipment** in our records. If **you** change the **special/additional equipment** on an **insured car**, **you** must notify **us** to change **your** listed equipment before any added **special/additional equipment** will be covered. **We** must be given original sales receipts or other credible and verifiable written proof of purchase of any **special/additional equipment** for **loss** to that **special/additional equipment**.
 4. To any camper body or trailer.
 5. That occurs to any vehicle while it is located for use as a residence or premises.
 6. That results from off-road recreational use of a vehicle.
 7. Resulting from:
 - a. Prior **loss** or damage.
 - b. Manufacturer's defects.
 - c. Any of the following:
 - (1) Wear and tear;
 - (2) Rust or corrosion;
 - (3) Wet or dry rot;
 - (4) Freezing;
 - (5) Mechanical or electrical breakdown or failure;
 - (6) Road damage to tires; or
 - (7) Mold, mildew, fungi or any by-product of these;
 unless the damage is the result of other **loss** covered by this policy.
 - d. The lack of routine and/or proper care and maintenance.
 8. To any personal property, including but not limited to wearing apparel, any personal property, tools or nonstandard equipment and racks which is permanently or temporarily attached to an **insured car** at the time of the **loss**.
 9. That occurs while **you**, or anyone driving with **your** permission, is using an **insured car**:
 - a. In an illegal trade or transportation;
 - b. While committing a crime (other than a violation of a traffic law or similar law governing the ownership or operation of a vehicle); or
 - c. While fleeing any law enforcement personnel.
 10. Arising out of or due to the use of an **insured car** for transportation of any explosive substance, flammable liquid or similarly hazardous material, except transportation, incidental to ordinary residential or farm activities. This shall not apply to:
 - a. The fluids necessary for the operation of the **car**, but only when used in the proper and intended scope of the **car's** normal use; or
 - b. Fuel for a **car**, motor vehicle or lawn and yard equipment, but only when being safely transported in a federally approved container.
 11. That occurs while an **insured car** is **racing**.
 12. That occurs while an **insured car** is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described on this policy.
 13. Due to theft or conversion by **you**, or a **relative**. However, this does not apply to the interest of a **named insured** or the spouse of the **named insured** who **resides** in the same **household** as the **named insured** if that **person** did not consent to, direct, contribute to, or participate in the theft or conversion.
 14. To an **insured car** caused intentionally by or at the direction of any **person** listed on the **Declarations Page**. This exclusion will not apply to the interest of **named insured** or the spouse of the **named insured** who **resides** in the same **household** as the **named insured** if:
 - a. The state law protects that interest;
 - b. That **person** has not:
 - (1) Participated in;
 - (2) Contributed to;
 - (3) Directed; or
 - (4) Consented to;
 the intentional act causing the **loss**;
 - c. A complaint has been filed with law enforcement and sign by the innocent spouse to make an arrest of the other spouse for violation of a family violence or similar law; and
 - d. That **person** cooperates in any investigation relating to the **loss**.
 15. That occurs while an **insured car** is driven by any **person** who is not a listed driver on the **Declarations Page** or any **person** who does not have a valid **driver's license**.
 16. To an **insured car** when it is driven, operated, or used by any **person** who:
 - a. **Resides** in **your** household; or
 - b. Is a **regular operator** of the **insured car**; but is not listed as a driver on the policy prior to the **loss**.
 17. That occurs while an **insured car** is rented to, leased to, or loaned to any **person** or organization in return for compensation, payment or benefit of any kind in exchange for, or resulting from, the use of the **insured car**.
 18. That occurs while under the care or **control** of a **business** or **person**, other than a **person** listed as an insured driver under this policy, in exchange for payment, compensation or payment in kind in exchange for, or resulting from, the use of an **insured car**.
 19. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason.
 20. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
 21. Resulting from the ownership, maintenance, or use of an **insured car** while a **person** is engaged in any **business** other than **auto business** activities. This exclusion includes use of a vehicle for livery, **TNC** or **delivery** services. This exclusion does not apply if **business** use of an **insured car** has been declared to **us** and an additional business use premium has been paid.

22. To an **insured car** due to **diminution in value** or any loss or reduction in market or resale value, regardless of whether the **insured car** has been repaired or replaced, unless required by applicable law.
23. That occurs while the operator of the **car** is texting, keying or typing on any portable electronic device, including but not limited to mobile phones and computers.
24. To any vehicle other than an **insured car** for which the premium has been paid for the coverage being sought under this Part (except a **non-owned car** covered by the terms of the Damage To A Rental Car Coverage under this Part).
25. That occurs from, and is due and confined to lack of lubricants, oil, transmission fluid, coolant, or **loss** or damage resulting from internal seepage of water. This includes, but is not limited to:
 - a. The engine overheating due to mechanical problems; or
 - b. Damage resulting from intentionally driving through unsafe or unpassable flooded roadways or areas if that **car** or **person** is not otherwise in danger.
26. That occurs from fueling a **car** with a type fuel or fuel additive not authorized for that type of **car**, or fueling in other than in the manufacturer's designated fueling or additive point. This includes, but is not limited to:
 - a. Adding diesel, gasoline, or diesel exhaust fluid ("DEF") or any other additive not approved by the manufacturer of the **car** for the type of engine of that **car**; or
 - b. Adding such products to the incorrect **car** storage reservoir or tank.
27. That results in damage to, or loss of use of, a rental vehicle. However, this exclusion shall not apply if the rental vehicle is a **temporary substitute auto** used by **you** while the **insured car** is not available as a result of a **loss** for which this Policy provides coverage.
28. Caused by, due to, or in any way that results from the alteration, modification, or customizing of the **insured car** which alters or affects its drivability, road worthiness, handling or safety. This includes any non-dealer or non-factory installed equipment that mechanically or structurally changes the **insured car** and results in an increase in performance or a change in appearance. This also includes equipment which does not conform to this state's Motor Vehicle Code.
29. To the **insured car** that is caused by or that results from **your** acquiring a **car** from the seller without legal titles available to **you**.

Limits of Liability

1. **Our** Limit of Liability for **loss** shall not exceed the lowest of:
 - a. The **actual cash value** of the stolen or damaged property at the time of **loss**, reduced by the deductible shown on the **Declarations Page**;
 - b. The amount necessary to repair the physical damage to the property to its pre-**loss** physical condition, reduced by the deductible shown on the **Declarations Page**;

- c. The amount necessary to replace the stolen or damaged property with property of like kind and quality, reduced by the deductible shown on the **Declarations Page**; or
 - d. Any Stated Amount Limit of Liability shown on the **Declarations Page**, including but not limited to any value listed for **special/additional equipment**.
2. If an **insured car** is determined to be a total **loss** under Kansas law, **we** will determine the **actual cash value** of the vehicle in accordance with Kansas statutes and regulations. The **actual cash value** will be based on the cost of comparable vehicles available in the local market area. However, when comparable vehicles are not available, quotations will be obtained from qualified dealers in the local market area.
 Any applicable deductions, including deductible amounts, salvage value, prior damage, mileage, and condition adjustments, will be itemized and stated as specific dollar amounts. Settlement will include applicable sales tax, title fees, and license fees as required by Kansas law.
 3. If **you** or the **owner** of the **insured car** keep the salvage, the amount **we** pay will be reduced by the salvage value.
 4. If **loss** is sustained by more than one **insured car** in the same collision, only the highest applicable deductible will apply.
 5. The amount **we** will pay under this Part will be adjusted and reduced for **depreciation**, physical condition and **betterment** as applicable. **We** do not pay for the amount of any **betterment**. **You** are responsible to pay for any betterment. **Betterment** includes but is not limited to:
 - a. The replacement of batteries, tires and other parts with useful life longer than the useful life of the part replaced;
 - b. Any repair or replacement of damaged property which results in an improvement of its condition just prior to the **loss**.
 6. The amount **we** will pay to repair an **insured car** or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured or refurbished parts, or **after-market parts**, that are original and/or non-original manufacturer parts or equipment.
 7. There shall be no duplicate recovery for the same elements of **loss** under this coverage and any other coverage under this policy or any other source.
 8. Each item of **special/additional equipment** shall be subject to depreciation and to the deductible shown on the **Declarations Page** for **special/additional equipment**. No other deductible shall apply to **special/additional equipment**.
 9. If **you** agree to have a windshield repaired at **our** expense after a **loss**:
 - a. no deductible will be applied to that part of the **loss**; and
 - b. **we** then have no duty to:
 - (1) pay the **actual cash value** of that windshield; or
 - (2) replace that windshield.

"Windshield" means the front window glass panel of a **car**. It does not include side, roof or back windows.
 10. **We** will pay up to a reasonable and customary daily rate for the cost of storage of an **insured car** in the event of a **loss** to an **insured car** for which

coverage is provided under this Part IV. **Our** maximum liability for the cost of storage of an **insured car** shall not exceed \$400.

11. **We** will pay for any obligation assumed by an **insured**, registered **owner** or legal **owner** for any of the following costs:
 - a. estimating fees;
 - b. teardown charges not authorized by **us**;
 - c. handling fee;
 - d. negotiating charges; or
 - e. Any other charges which are not part of the necessary cost of repairing the vehicle.
12. **We** will pay no more than the reasonable and customary daily rate in the geographic area for the cost incurred for storage of an **insured car** due to a covered **loss** to an **insured car**.

No Benefit to Bailee

These coverages shall not directly or indirectly benefit any **person** or entity other than **you** for **loss** to an **insured car**.

Appraisal

APPRAISAL IS AVAILABLE IF BOTH YOU AND WE VOLUNTARILY AND MUTUALLY AGREE TO HAVE A DISPUTE APPRAISED AS SET FORTH IN MORE DETAIL AS FOLLOWS:

If **you** and **we** fail to agree on the amount of **loss**, either may demand an appraisal of the **loss**. If both parties then mutually agree in writing to proceed with appraisal, each will appoint a competent and disinterested appraiser. The appraisers will select a third appraiser to decide any differences. Each appraiser will state separately the **actual cash value** and the amount of **loss**. **THE AWARD IN WRITING BY ANY TWO APPRAISERS WILL BE BINDING AND WILL DETERMINE THE AMOUNT PAYABLE.**

Each party will pay the expenses of its chosen appraiser. The expenses and the cost of the third appraiser will be shared equally.

We do not waive any of **our** rights under this policy by agreeing to an appraisal of the amount of **loss**. Coverage issues or disputes under this policy may not be determined by the appraisers.

Payment of loss

At **our** option, **we** will pay the **loss** in money, or repair or replace the damaged or stolen property. With **your** consent, payment for repairs may be made directly to a repair shop if damage is repaired.

We may, at any time before the **loss** is paid or the property is replaced by **us**, return, at **our** expense any stolen property either to **you** or to the address shown in **our** records with payment for the resulting damage. **We** may keep all or part

of the property at the agreed or appraised value, but there shall be no abandonment to **us**. **We** have no duty to preserve salvage.

Prior to payment for a repair, **we** may require receipt of proof of the completed repair and the repair cost. **We** have the right, at **our** option, to inspect the repairs prior to **our** making any payment for the **loss**.

We are not be responsible for payment of any **loss**, or portion thereof, which is caused by an avoidable delay in commencing such repairs within ninety (90) days.

If **we** determine property to be a total **loss** when it is stolen or extensively damaged, **you** or the **owner** must transfer the title of the property to **us** at or before the time of payment for that total theft or total **loss** of that property. This does not apply if **you** or the **owner** are keeping the salvage.

We may make payment for a **loss** to **you** or the **owner** of the **car**. No payment is due under Part IV until **you** have fully complied with all of the conditions and duties stated in this policy.

Power of Attorney

In the event of a loss to **your insured car**, **you** grant **us** full power, permission and authority to act on **your** behalf, and to exercise all legal rights as may be needed, for the sole purpose of authorizing the release, towing, and otherwise moving or relocating of any vehicle accruing storage charges. In such event, any body shop, facility or other service provider is released from any liability relating to the release of any vehicle at our direction under the above circumstances.

Loss Payee & Lienholder's Rights

If a loss payee or lienholder is shown on the **Declarations Page** with respect to an **insured car**, any amount paid under this Part IV for **loss** to that **car** will be paid according to **your** interest and that of the loss payee or lienholder. **We** may make separate payments according to those interests. However, with **your** consent, payment may be made directly to a repair shop when the **loss** is being repaired.

We will be subrogated to the loss payee or lienholder's rights of recovery to the extent of **our** payment.

Where a claim is denied for non-cooperation or breach of the **Insured's** duties owed to **us**, the Loss Payee or lienholder's interest will not be protected. Where material misrepresentation or omission, intentional damage, or conversion, secretion and/or embezzlement of a **car** has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under

the terms of this policy, the Loss Payee or lienholder's interest will not be protected. **We** have no duty to make any payment to a lienholder or Loss Payee unless the **loss** is payable to **you** and all policy terms and conditions have been met.

We reserve the right to cancel the policy as permitted by policy terms.

Cancellation shall terminate this agreement as to the Loss Payee's interest.

Other Insurance

If there is other applicable insurance or source of recovery of the same priority for **loss** to an **insured car**, **we** will pay the proportionate share **our** limit of liability bears to the total of all available sources of recovery of the same priority. The deductible of this policy will be taken in a proportionate share based on the deductibles of each policy.

Other sources of recovery include, but are not limited to any:

1. Coverage provided by the **car owner**;
2. Other physical damage insurance available; and
3. Other source of recovery that applies to the loss.

This "Other Insurance" section is subject to all other policy terms. Nothing in this "Other Insurance" section creates, implies or expands any coverage that does not already exist under the terms of this policy.

PART V - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

Insuring Agreement

If **you** have paid the premium for Accidental Death and Dismemberment Coverage and it is shown on the **Declarations Page**, subject to all policy terms, **we** will pay the benefits described under the Limits of Liability in this Part V with respect to **bodily injury** sustained by the **named insured** as the result of a Covered Event specified in this Part V.

Limits of Liability

If a **named insured** sustains death, dismemberment or loss of life, as described below, independent of other causes, that is the result of a Covered Event in an **accident**, **we** will pay the stated benefit to the **named insured**, subject to the aggregate limit of liability shown on the **Declarations Page**.

DEATH, DISMEMBERMENT OR LOSS OF SIGHT: If within 90 days from the date of an **accident** arising out of a Covered Event, **bodily injury** sustained by the **named insured** in that **accident** causes death, dismemberment or loss of

sight, **we** will pay, as follows, but no more than the Limit of Liability shown on the **Declarations Page** for all **bodily injury**:

1. For accidental loss of life of the **named insured we** will pay the limit shown on the **Declarations Page**.
2. For loss of both Hands or both Feet, **we** will pay the limit shown on the **Declarations Page**.
3. For loss of sight in both eyes **we** will pay the limit shown on the **Declarations Page**.
4. For loss of one hand and one foot **we** will pay the limit shown on the **Declarations Page**.
5. For loss of either Hand or Foot **we** will pay one-half of the limit shown on the **Declarations Page**.
6. For loss of sight in one eye **we** will pay one-half of the limit shown on the **Declarations Page**.
7. For loss of a thumb and index finger of same Hand of the **named insured we** will pay one-half of the limit shown on the **Declarations Page**.

The word "loss", as used in this Part V, means:

1. With regard to hand or foot, complete severance through or above the wrist or ankle joint.
2. With regard to sight of eyes, entire and irrecoverable loss of sight.
3. With regard to thumb and index finger, complete severance through or above metacarpophalangeal joint.

The limit of liability shown for this coverage on the **Declarations Page** is the aggregate limit for all claims under this Part V, and is most **we** will pay under this coverage with respect to a **named insured**, without regard to the number of:

1. **Bodily injuries** sustained by the **named insured**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made; or
6. Vehicles involved.

There will be no adding, stacking or combining of coverage afforded to more than one **car** under this policy.

COVERED EVENTS:

1. While the **named insured** is riding solely as a passenger in or on, boarding or alighting from any public conveyance, including air, licensed to carry passengers for hire; or
2. When the **named insured** sustains injuries caused by unavoidable exposure to the elements following the forced landing, stranding, sinking or wrecking of such means of transportation described above in which the **person** insured has been riding solely as a passenger; or
3. While the **named insured** is driving or riding in or on; boarding or alighting from, a four-wheel private passenger automobile.

Seat Belt Coverage

The Principal Sum benefits for Accidental Death under this policy will be increased by an additional 20% of the benefit amount if death results while the **named insured** is a passenger or driver of a four-wheel private passenger automobile and the **named insured's** seat belt is properly fastened about their body.

Exclusions

This coverage does not cover any **loss**, death or **bodily injury** incurred for, or resulting from, any of the following:

1. Suicide or attempted suicide.
2. Intentional self-infliction of injury or attempted self-inflicted of injury.
3. Self destruction or attempted self-destruction.
4. Infections except phylogenetic infections caused wholly by a covered **bodily injury**.
5. War or any warlike action.
6. **Accident** occurring while serving as an active member of any military unit, including but not limited to coast guard, national guard, army, naval or air service of any country.
7. **Accident** occurring while operating, or learning to operate, or performing duties as a member of the crew of any aircraft.
8. Sickness or disease of any kind.
9. **Bodily injury** or loss occurring while the **named insured** is intoxicated or under the influence of any narcotic, unless consumed or ingested pursuant to directions from a licensed physician, in the course of treatment, without any warning from the physician or a licensed pharmacist against operating any motorized vehicle while under the influence of the narcotic.
10. While **racing**.
11. While operating a motor vehicle use of a motor vehicle as a livery service, for **TNC** services or for **delivery**.
12. As a result of a hernia of any kind.
13. As a consequence of diabetes.
14. **Bodily injury** caused or contributed to, because the **named insured** committed, participated in or attempted to commit:
 - a. A felony; or
 - b. An act of violence, civil disobedience, civil disorder, riot or insurrection.

Additional Terms for Part V

1. NOTICE OF CLAIM: Written notice of claim must be given to **us** within 20 days after any **bodily injury** covered by this Part V, or as soon thereafter as is reasonably possible.
2. PROOF OF LOSS: Written proof of **loss** must be furnished to **us** within 90 days after the date of a covered event. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible.

3. PAYMENT OF CLAIMS: Payment for loss of life will be payable in accord with any beneficiary designation made to **us**, or if none, then to the estate of the **named insured**. Payment of **our** limit of liability to the legal representative of the estate shall be deemed discharge of **our** duties under this Part V.
4. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right for physical examination or autopsy of the **named insured** who is making a claim under this Part V by a licensed medical practitioner or pathologist when, and as often as **we** reasonably require, unless barred by law.

PART VI - GENERAL POLICY LIMITATIONS

Non-Duplication

No **person** or party is entitled to receive duplicate payments from **us** for the same elements of damages, expense or loss already paid:

1. Under any coverage or Part of this policy; or
2. By any other insurance (whether or not issued by **us**, any of **our** affiliates or any other insurer) or any other source of recovery; unless required by law.

Two or More Insureds

If more than one **person** or party is shown as the **named insured** on the **Declarations Page**:

1. **Our** limit of liability under this policy is not increased;
2. Each **named insured** acts for all **named insureds** and insured **persons** to cancel or change the policy; and
3. The action of one **named insured** is binding on all persons and parties under this policy.

Two or More Cars Insured

As to any **accident**, occurrence or **loss** to which this and any other **car** policy issued to **you** by **us**, or an affiliated insurer, applies to provide the same or similar type of coverage, the total limit of **our** liability under all the policies shall not exceed the highest applicable Limit of Liability under any one policy for any one **insured car**.

Two or More Policies Issued By Us

If this Policy and any other car or motor vehicle insurance policy issued to **you** by **us** (or any of **our** affiliated insurers that have common ownership with **us**) apply to the same accident, damage or loss, **our** limit of liability under all those policies shall not exceed the highest limit of liability for the coverage that applies under any one of those policies. The limit of liability may not be added, combined or stacked with similar coverage under any other **car** or motor vehicle policy issued by **us** (or any insurer that has common ownership with **us**).

Emergency Services Exclusion

We will not pay any emergency response service charges, fees or assessments from fire department, emergency services or law enforcement agency responding to an **accident**. This does not apply to emergency ambulance services.

Personal Vehicle Sharing Program (Car Sharing Exclusion)

No insurance applies for any coverage provided by this Policy while **your insured car** is used in connection with a personal vehicle sharing program or other similar car-sharing program that engages in the business of facilitating the sharing of private passenger motor vehicles. This does not apply to a share-the-expense car pool or use for a charitable or volunteer purpose. **Personal vehicle sharing program** includes any corporation, limited liability company, partnership, sole proprietorship or other entity engaged in the **business** of, or any other for-profit activity related to, facilitating the sharing of motor vehicles for use by individuals by connecting vehicle owners with drivers through the use of prearranged vehicle sharing services using an online-enabled or digital application, software, website, system or platform. Examples of a **personal vehicle sharing program** include, but are not limited to, for-profit activities such as peer-to-peer car sharing programs and for-profit ride-sharing arrangements.

PART VII - GENERAL PROVISIONS

Policy Period & Territory

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

1. During the policy period as shown on the **Declarations Page** unless the policy is cancelled, in which case all coverage ends on the effective date of the cancellation; and
2. Within the policy territory. The policy territory is the United States of America, its territories or possessions, and Canada. This policy also applies to an **accident** or **loss** involving an **insured car** while being transported between ports within the policy territory. However, for certain **insured persons** as described in Part II, the policy territory is limited to the State of Kansas.

The policy period does not include any time period, and coverage does not apply:

1. Before the time **you** apply for coverage and pay the required initial premium on the first day of the initial policy period.
2. Outside the dates or time shown on the **Declarations Page**.
3. During any lapse in coverage.
4. After this policy has been terminated in any manner.

Claims Handling

We may use any or all of the following to determine the value of any damages, loss or claim that may be covered by this policy:

1. Exams by doctors **we** select, at **our** expense, as often as **we** reasonably request.
2. Medical record review and test result review by **persons** and services selected by **us**.
3. Computer programs and databases for the analysis of medical treatment and expenses.
4. Computer programs, databases and published sources for bodily injury, medical, medical expense and damage information.
5. State Fee Schedules.
6. Federal Fee Schedules.
7. Estimates by vehicle repair shops.
8. Computer programs and databases for the evaluation of injuries and predicting jury verdicts.
9. Computer programs, databases and published sources for vehicle values and cost of repair.
10. Third-party vendors providing estimating, appraisal, injury evaluation, earnings calculators, and analysis.
11. Special-application technology.

Suits Against Us

No legal action may be brought against **us** until there has been full compliance with all terms of this policy.

No one other than an **insured person** under Part I of this policy shall have any interest in this policy prior to obtaining a verdict against an **insured person**.

No legal action may be brought against **us** for payment under Part I – Liability To Others until:

1. **We** agree in writing that the **insured person**, as defined under Part I, has an obligation to pay damages; or
2. The amount of the damages due under Part I on behalf of an insured has been determined by final judgment after trial.

No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person** under Part I.

Any lawsuit against **us** must be brought within the applicable statute of limitations after the date of the **accident** or when the cause of action otherwise accrues.

We have no duty to preserve or otherwise retain any salvage for any purpose, including, but not limited to, as evidence for any type of court or other proceeding.

No one may sue **us** to determine the amount payable under Part V - Accidental Death and Dismemberment Coverage until at least 60 days after written proof of loss has been furnished to **us**. No such legal action may be brought after the expiration of three years after the time written proof of loss is required to be furnished to **us**.

We shall not be bound by any:

1. Stipulated judgment;
2. Confessed judgment;
3. Default judgment or adverse entry due to failure to appear, respond or plead; or
4. Motion granted due to any failure to appear, respond or plead;

unless **we** have consented in writing to the entry of that judgment, default or granting of that motion.

Our Recovery Rights (Subrogation & Reimbursement)

In the event of any payment under this policy and then to the extent allowed by law:

1. The right of recovery of the **person** or party to whom **we** have made payment passes to **us**, and **we** will be subrogated to all rights of recovery that **person** or entity has against another **person** or organization; and
2. Any **person** to or for whom a payment is made who recovers damages from a liable **person** or entity, or their insurer, shall hold the proceeds of that recovery in trust for **us** and reimburse **us** to the extent of **our** payments under this Policy.

Anyone to whom payment was made under this policy must:

1. Cooperate with **us**, including, but not limited to, filing legal papers and taking action as requested by **us** to recover **our** payment;
2. Do whatever is needed to protect **our** interests and rights to recover **our** payments from any responsible or at-fault **person** or party; and
3. Do nothing after the **loss** to harm **our** interests and rights.

If **we** seek recovery from a liable party:

1. **You** authorize **us** to seek recovery of any applicable deductible. But, **we** have no duty to do so, and **we** will notify **you** if **we** do not intend to proceed to collect the deductible; and
2. **You** agree to be bound by any settlement agreement entered into by **us** and the liable party, or the outcome of any arbitration **we** enter into, for those sums.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.

Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred in connection with the recovery.

If any insured under this policy makes recovery from a responsible party without **our** written consent, that insured's rights under any affected coverage will no longer exist.

If payment is made on behalf of anyone insured under this policy to comply with state mandated coverage, and the policy or any subsequent change in coverage was obtained from **us** as a result of **your** material misrepresentation of the risk to be insured by **us**, which otherwise, had it been known to **us** at the time coverage was agreed to by **us**, **we** would have declined coverage or extension of coverage to **you**, **you** agree to reimburse **us** to the full extent of any **loss** and adjustment expense paid on **your** behalf as a result of **your** material misrepresentation to **us**.

Our rights to recover or be reimbursed from any **person** or party shall be a first priority claim to be paid before any other claims that may exist are paid. Except where not permitted by law, this applies even if that **person** or party has not been fully compensated or "made whole" for all damages or loss.

If **we** make a payment under Part II – Personal Injury Protection, **our** rights to recover for those payments made will be applied in accord with Kansas law as follows:

1. In the event of recovery by an **insured person**, as defined in Part II, or by any dependents or personal representatives of that **insured person**, by judgment, settlement or otherwise against a tortfeasor, **we**:
 - a. shall be subrogated to the extent of duplicative personal injury protection benefits provided to the date of such recovery;
 - b. shall have a lien against such recovery; and
 - c. may intervene in any action to protect and enforce such lien.

However, prior to the payment of personal injury protection benefits in full, the amount of such judgment, settlement or recovery actually paid which is in excess of the amount of personal injury protection benefits paid to the date of such recovery shall be credited against future payments of personal injury protection benefits.

2. If an **insured person**, as defined in Part II, or dependents or personal representatives of that **insured person**, fail to commence an action against a tortfeasor within 18 months after the date of the **accident**, such failure shall operate as an assignment to **us** of any cause of action which the **insured person**, or dependents or personal representatives of that **insured person**, may have against the tortfeasor for the purpose, and to the extent, of recovery of damages which are duplicative of personal injury protection benefits. **We** may enforce these rights in **our** own name, or in the name of the **insured person** and/or the dependents or personal representatives of the **insured person**, for their benefit as their interest may appear by proper action in any court of competent jurisdiction.

3. In the event of a recovery pursuant to K.S.A. § 60-258a, as amended, **our** right of subrogation shall be reduced by the percentage of negligence attributable to that **insured person**.
4. The court shall fix attorney fees which shall be paid proportionately by **us** and that **insured person**, or that **insured person's** dependents or personal representatives, in the amounts determined by the court.

Assignment

You may not transfer or assign any of **your** interests, rights and/or duties under this policy, except as allowed by the express terms of this policy for assignment of benefits under Personal Injury Protection Coverage. **Your** interest and rights in this policy may not be assigned or transferred without **our** written consent, except as allowed by the express terms of this policy for assignment of benefits under Personal Injury Protection. However:

1. Upon the end of the marital relationship of the **named insured**, a spouse of that **named insured** who was covered under this policy immediately prior to the end of the marital relationship shall upon notice to **us** continue to be covered under this policy for a period of 90 days following that end of marital relationship, or until expiration or other termination of the policy term, whichever is shorter;
2. Upon the death of the **named insured**, coverage will be provided until expiration or other termination of the policy term, whichever is shorter, for:
 - a. Any **person** specifically named as an operator on the **Declarations Page**;
 - b. The legal representative of the deceased **person** while acting within the scope of his or her duties as a legal representative; and
 - c. The **named insured's** spouse if he or she was covered under this policy immediately prior to that death.

Policy Changes

This policy, which includes the **Declarations Page**, endorsements issued by **us**, the **Application**, and any coverage election and rejection forms, contains all agreements between **you** and **us**. Its terms may not be changed or waived except by written endorsement issued by **us**. Notice to any agent or knowledge possessed by any agent or other **person** shall not change or affect a waiver on any portion of this policy nor stop **us** from exerting any rights under this policy. If a change requires a premium adjustment, **we** will adjust **your** premium as of the effective date of the change. **We** may revise this policy form to provide more coverage without additional premium charge. If **we** revise this version of this policy form, **our** policy will automatically provide the additional coverage as to the date the revision is effective.

We rely upon the statements made by **you** in the **Application** for insurance to determine the amount of the premium for this policy. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect,

incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period or take other action permitted by law.

IMPORTANT: To properly insure **your car** and **persons** described in this policy, **you** must promptly notify **us** as soon as reasonable practicable, but no later than 30 days from when:

1. **You** change **your** address or the principal place **you** garage any **insured car**;
2. Any resident operators are added or deleted;
3. **You** acquire an additional or replacement **car**;
4. Any change in the licensed operators residing in **your** household;
5. **You** or a **relative** get married or divorced;
6. **You** or a **relative** obtains a driver's license or has a driver's license suspended, revoked, or refused; or
7. There is a material change in how any **insured car** is routinely used (for example, from personal use to any kind of **business** use).

Cancellation and Non-Renewal

The **named insured** may cancel this policy by returning it to **us** or by giving **us** notice when at a future date the cancellation is to be effective.

We may cancel by mailing notice to the **named insured** shown on the **Declarations Page** at the last known address appearing on **our** records. Notice of cancellation will be mailed at least:

1. 10 days before the effective date of cancellation if due to **failure to pay premium**; or
2. 30 days before the effective date of cancellation if this policy is to be cancelled for any other reason.

We may cancel this policy for any lawful reason before the policy has been in effect for 60 days during the first policy period.

After this policy is in effect for 60 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons as set forth in K.S.A. 40-277, as amended:

1. The named insured's **failure to pay premium** in connection with the payment of premium for this Policy or any installment thereof, whether payable directly or under any premium finance plan;
2. The insurance was obtained through material misrepresentation;
3. The insured violates any of the terms and conditions of the Policy;
4. The named insured or any other operator, either resident in the same household or who customarily operates **your insured car** under the Policy:
 - a. Has had such person's driver's license suspended or revoked during the policy period;
 - b. Is or becomes subject to epilepsy or heart attacks and cannot produce a certificate from a physician testifying to such **person's** ability to operate a motor vehicle; or

- c. Is or has been convicted during the 36 months immediately preceding the effective date of the Policy or during the policy period of any offense described in K.S.A. 40-277.

We will not cancel solely because of the age of an insured.

We may also cancel this Policy as otherwise required or permitted by Kansas law.

With respect to cancellation, this policy is neither severable or dividable. Any cancellation will be effective for all persons and all vehicles.

If this policy is cancelled, coverage will not be provided as of the earliest date and time shown in any notice of cancellation.

Upon cancellation, **you** may be entitled to a premium refund. If a refund is due, that refund may be sent with the cancel notice or within 10 days from when that notice is sent. However, **our** making or offering of a refund is not a notice or condition of cancellation. **We** charge a fully-earned policy fee for each policy term.

If this policy is cancelled for any reason, any refund due will be computed on a daily pro-rata basis and is subject to any fully-earned fees.

If **we** decide to not to renew this policy, **we** will mail notice of nonrenewal to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least 30 days before the end of the policy period.

We may decide not to renew or continue this policy at the end of the policy period shown on the **Declarations Page** for a reason(s) allowed by law, including for any one or more of the following reasons:

1. **We** are required or have been permitted by the commissioner of insurance, in writing, to reduce premium volume to preserve financial integrity;
2. **We** cease to transact business in the State of Kansas;
3. It is shown with competent medical evidence that **you** or any listed driver has a physical or mental disablement that impairs that **person's** ability to drive in a safe and reasonable manner;
4. Unfavorable underwriting factors, pertinent to the risk, exist, and are of a substantial nature, which could not have reasonably been ascertained by **us** at the initial issuance of the policy or the last renewal thereof;
5. The policy has been continuously in effect for a period of 5 years. Such five-year period shall begin at the first policy anniversary date following the effective date of the policy, except that if such policy is renewed or continued in force after the expiration of such period or any subsequent five-year period, the provisions of this subsection shall apply in any such subsequent period; or

6. For any one or more of the reasons listed above in the cancellation clauses as a reason for cancelling this policy when the policy has been in effect for 60 days or more, or if a renewal policy.

Nothing here shall supersede or waive any of **our** rights to void or rescind this Policy as allowed by law.

Automatic Termination

An **insured car** is no longer an **insured car** when that **insured car** is sold, assigned, gifted or transferred to anyone other than **you**, a **relative** or an insured driver shown on the **Declarations Page**. Coverage for that **insured car** will end the earlier of when:

1. Either title or possession is transferred; or
2. No **person** shown on the **Declarations Page** has an insurable interest in the **insured car**.

This policy will terminate automatically at the end of the current policy period if **we** offer to renew or continue **your** policy and **you** did not accept the offer by the payment due date. **Our** renewal offer is considered rejected if there is any **failure to pay premium**, when due, for the renewal.

If **you** get other insurance for an **insured car**, any similar insurance provided by this policy will terminate as to that **insured car** on the effective date of the other insurance.

Proof of Notice

We may mail or deliver any notice to the **named insured**. Proof of mailing, in accord with applicable law, of any notice will be sufficient proof of notice. If **you** have agreed to electronic notice, proof of sending any notice to the **named insured** by the agreed electronic means will be sufficient proof of notice.

Fraud, Misrepresentation and Omissions

1. Fraud in Connection with a Claim

We may deny coverage for any **person** who knowingly makes material false statements or engages in fraudulent conduct in connection with any **loss** or claim for which coverage is sought under this Policy. Any determination that a **person** has committed fraud in connection with a claim shall be made in accordance with Kansas law.

2. Material Misrepresentation and Omissions

This Policy is issued in reliance upon the information provided in the application and any other information provided by **you** or **your** representative in connection with the issuance, underwriting, or rating of this Policy. **We** may deny coverage for any claim under Parts I, II, III, IV, and V of this Policy, subject to any applicable compulsory insurance law, if **you** or **your** representative, in connection with the application for this Policy or the

procurement of coverage, misrepresented, concealed, or omitted information that was material to the risk assumed by **us** and that would have influenced our decision to:

- a. Issue the Policy;
- b. Determine the terms of the Policy; or
- c. Calculate the premium.

Information is material if it would have affected **our** underwriting decision, including whether the Policy would have been issued, issued with different terms, or issued at a different premium.

Any determination made by **us** under this section is a contractual coverage determination and is not a determination of criminal conduct or guilt under any statute.

Our Right to Void for Failure of Initial Payment

Coverage under this policy is conditioned upon **our** receipt of complete and unconditional payment of the initial down-payment of premium. If **you** make **your** initial payment by check, credit card, ACH or any method other than cash, this policy is rescinded and void as if never issued, and there will be no coverage at any time, if the initial payment is not honored for any reason when first presented for payment to **your** bank or financial institution or if there is any **failure to pay premium**. If this policy is rescinded and void **we** will not cover any claims, injury, loss or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** rescind or void the policy.

Policy Conformed to Statutes

Terms of this policy that are in conflict with the statutes or other applicable law of the state where **you reside** when this policy is issued, as shown in **our** records, are hereby amended to conform to the applicable state law. All other terms remain in full effect.

Choice of Law

This agreement shall be governed by the laws of the state of Kansas, without giving effect to any principles regarding conflict of laws.

Conditions Precedent

There is no coverage provided under this policy until there has been full compliance with all of the duties, terms and conditions of this policy.

Bankruptcy

The bankruptcy or insolvency of a **person** insured by this policy, or that **person's** estate, shall not relieve **us** of **our** obligations under this policy.

Electronic Transactions

It is agreed between **you** and **us**, and **we** have **your** consent, that:

1. Electronic signatures, notices and forms:
 - a. May be used to transact this insurance;
 - b. Will satisfy any legal or other requirement for written signatures, notices or delivery of forms; and
 - c. Shall include, but are not limited to, any acceptance, agreement, assent election, selection, rejection, notice or form done as a recorded telephonic signature or assent or sent via e-mail, internet, mobile application, text message or fax.
2. **You** will notify **us** if **you** are unable to print, download or otherwise retain documents delivered electronically by **us** to **you**.
3. When a law requires a signature on any form or document, or letter or document to be notarized, verified or acknowledged or made under oath, the electronic signatures will satisfy this requirement if the signature of the **person** authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record.

English Language

This Policy and all its related forms (on paper or electronic) are governed by the English language used in the United States of America and with the text provided by **us**. The English language shall apply and control in the event of any difference or discrepancy between the English language text of this Policy (and all its related forms), and any other language version or description of the Policy, coverage or any form.

YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

IMPORTANT: For coverage as described in this policy to apply, all notice requirements, duties, and policy terms must be satisfied. Failure to comply with any Policy terms may result in a claim or coverage being partially or fully denied.

Notice of an Accident or Loss

In the event of an **accident** or **loss**, it must be reported to **us** or one of **our** authorized agents as soon as practicable. Notice to **our** authorized agent is notice to **us**.

The report must give time, place and circumstances of the **accident** or **loss**, including all known or reasonably ascertainable names and addresses of injured parties and of witnesses to the **accident** or **loss**.

Other Duties

Anyone claiming any coverage under the policy must:

1. Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
2. Refuse to assume any obligation or incur any unreasonable and unnecessary expenses at the time of the **accident** or **loss**.
3. Immediately send **us** any legal papers relating to any claim or lawsuit.
4. Submit to physical and/or mental examination at **our** expense by doctors **we** select as often as **we** may reasonably require.
5. Authorize **us** to obtain medical, wage and other records. Any medical records requested will pertain to the **bodily injury** arising from an **accident**.
6. Provide any written proof of **loss** that **we** require.
7. Submit to statements or examinations under oath by **us** or **our** representative, and subscribe to the same, as **we** may reasonably require. **We** may require that such statements or examinations be recorded and videotaped, as well as conducted individually and outside the presence of witnesses or other **persons** seeking coverage or benefits under this policy.
8. Provide **us** with any personal financial information **we** request for underwriting, policy servicing or claims handling purposes, or provide **us** with written authorization to obtain such information. This includes such information as social security numbers, credit history and any other related information. AssuranceAmerica limits both the collection and use of customer information to the minimum needed to administer **our** business.
9. Allow **us** access to any **car**, vehicle or device being used at the time of, or that was involved in, an **accident**, **loss** or damage and enable **us** to retrieve and use data contained in:
 - a. any Global Positioning System (GPS).
 - b. any navigation system or device.
 - c. any Event Data Recorder (EDR), whether the EDR is part of or in the **auto** or vehicle at the time of the **accident**, loss or damage.
 - d. any other device recording driving data, including any telematics device or remote or cloud storage of driving or **accident** data.This applies to data stored in the **car**, vehicle or device attached to the **car** or vehicle or in a separate device, whether or not physically attached to the **car** or vehicle.

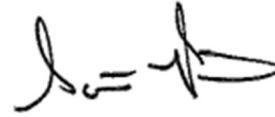
Anyone claiming Uninsured/Underinsured Motorists Coverage must contact the police within 48 hours, or as soon as is practicable, after the **accident** if a hit and run driver is involved and must promptly send **us** copies of any legal papers if suit is brought.

Anyone claiming any coverage under this policy must also:

1. Take reasonable steps after an **accident** or **loss** to protect an **insured car** and its equipment from further **loss**. **We** will pay reasonably necessary expenses incurred in providing that protection.

2. Report the total theft of the **car** to the police promptly and as soon as practicable after the **loss**.
3. Allow **us** to inspect and appraise the damage to an **insured car** before its repair or disposal.
4. If a hit and run motorist is involved, adequate proof of loss and a statement under oath must be filed with **us** within 30 days of **our** request.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested.



President



Secretary

ENDORSEMENTS

When any Endorsement applies, all other terms, limits and conditions of the policy that do not conflict with the terms of the Endorsement shall continue to apply.

THE FOLLOWING NAMED DRIVER NON-OWNED COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-400 APPEARS ON YOUR DECLARATIONS PAGE.

NAMED DRIVER, NON-OWNED COVERAGE

If **you** have elected Named Driver, Non-Owned Coverage, **we** will only cover the permissive use by the **named insured** of a **car** not **owned** by that **named insured**. Any coverage provided under this policy shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits. The following policy changes shall apply:

1. The general policy definition of **“you”** and **“your”** are revised and **“you”** and **“your”** mean the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
2. The definition of **“insured person”** is revised in all parts of the policy and **“insured person”** means the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
3. No coverage applies under the policy for use of any **car** other than the permissive use by a **named insured** of a **car** not **owned** by that **named insured**.
4. No coverage applies under the policy for any **person** other than the **named insured**.
5. The **“Other Insurance”** clause in every part of this policy is revised and any insurance **we** provide shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits.
6. No Car Damage Coverage applies under the policy.

E-400 (05/10)