

# UNITED EQUITABLE INSURANCE COMPANY

## PERSONAL AUTO POLICY

## INDIANA

Your policy has been issued based on your statements contained and the information provided in your application which is incorporated into this policy. Please take the time to review your entire policy, including any enclosures or attachments. If you find any errors, please immediately contact the company.

In the event of an accident, immediately contact our **Claims Department at (847) 583-4600** or [www.ueilink.com](http://www.ueilink.com).

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**Form: IN 01 003**

### AGREEMENT

**We** agree with **you**, in return for **your** timely payment of premium, to insure **you** subject to the terms and conditions of this policy.

**We** will insure **you** for the coverages and up to the limits of liability for which a premium is shown on the **declarations page** of this policy.

**We** agree to insure **you** based upon the information **you** represented to **us** in **your** application for **auto** insurance. The **declarations page** and **your** application are part of this policy contract.

### DEFINITIONS USED THROUGHOUT THIS POLICY

In order to make this policy easier to understand, **we** have explained some key words that are used throughout this policy. These key words are in bold face print.

**Auto** means a four wheel passenger, station wagon, or jeep type **vehicle** licensed for **use** on public roads including pickups, delivery or panel trucks and vans with a classification of 1 ton or less that is not **used** in any business or occupation, unless the **auto** qualifies under the **business use** definition.

**Auto accident** is an unexpected and unintended event that causes **bodily injury** or **property damage** and arises out of the ownership, maintenance, or **use** of an **auto**.

**Bodily injury** means physical harm, sickness or disease, including death, caused by an **auto accident** and suffered by a person.

**Business use** means the **use** of any **auto** to convey any operator between his/her place of employment and another location during the operator's employment and at the direction of the operator's employer. Mileage reimbursement shall not constitute pecuniary gain or commercial advantage. **Business use** shall not include any **commercial use**.

**Collision** means the upset of **your covered auto** or its impact with another **vehicle** or object.

**Commercial use** means any **auto used** for pecuniary gain or commercial advantage, including but not limited to: changing, distributing, transporting, and/or delivering of commercial tools,

materials, supplies, and/ or finished products, including but not limited to delivery of pizza, magazine, flowers, newspaper, mail or other business types of delivery. **Commercial use** also means any compensated **use** of an **auto** for snow or debris removal on roads or real estate, except at **your** residence. **Commercial use** also means carrying of any person or property for a charge, including but not limited to nursery or school children, medical patients, migrant workers, or hotel/motel guests, but does not apply to shared expense car pools or any **business use**.

**Comprehensive** means **loss** caused other than by **collision**. Accidental glass breakage and **loss** or damage from missiles or falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot, civil commotion, or contact with a bird or animal is considered a **comprehensive loss**.

**Covered auto** or **your covered auto** means any **auto** described on the **declarations page** and any owned or leased **auto you** replace it with. **Your covered auto** also means any additional **auto**, ownership of which **you** acquire during the policy period if **we** insure, under this policy, all **autos you** own. However, the replacement **auto** or additional **auto** is insured ONLY if the Named Insured notifies **us** within thirty (30) days of acquisition of ownership. Prior to notification, a replacement **auto** is subject to the same coverage as the **auto** it replaces. If **your** policy contains **Collision** or **Comprehensive** coverage, the same coverage begins on the date that **you** become the owner. However, for this coverage to apply, you must ask **us** to insure the auto within four days after you become the owner. If a loss occurs before the 4 day requirement, a deductible of \$500 will apply. **Collision** or **Comprehensive** coverage does not apply to any additional auto if **you** failed to ask **us** to insure the auto within 4 days of **you** becoming the owner.

**Your covered auto** also means any **trailer you** own or are **using**. Physical damage coverage does not transfer to **trailers**.

**Your covered auto** also means other **autos you** operate with the permission of the owner, but not for **collision** or **comprehensive** coverage. Any liability coverage **we** provide with respect to an **auto you** do not own or lease shall be excess over and above any other collectible insurance covering the **auto you** are driving. **Your covered auto** does not include other **autos** owned or leased by **you**, furnished to or available for **your** regular **use** or

any **autos** owned or leased by any **resident** of **your** household. A **temporary replacement auto** qualifies as a **covered auto**.

**Damages** mean the cost of compensating those who suffer **bodily injury** or **property damage** from an **auto accident**.

**Declarations page** is the form from **us** stating the policy period, the types of coverage **you** have elected, the limit for each coverage, the cost for each coverage, the specific **vehicles** covered by this policy, the types of coverage for each **vehicle**, and other information applicable to this policy.

**Diminution in Value** means the actual or perceived loss in market or resale value which results from an accidental loss.

**Loss, losses** means direct and accidental loss of or damage.

**Motor vehicle** is a self-propelled land vehicle on wheels designed for **use** on public roads and not running on rails or tracks.

**Non-owned auto** means any private passenger **auto** not owned or leased by **you**, furnished to or available for the regular **use** of **you**, or a **resident**, while in the custody of or being operated by **you**. A rented **auto** is not considered a **non-owned auto**.

**Occupying** means in, on, getting in, or getting out of a **covered auto**.

**Property damage** means physical damage to, destruction of, or loss of use of tangible property.

A **qualified** licensed driver means a driver who has the appropriate class of driver's license and is authorized to operate the type of motor vehicle he or she is operating and is authorized to operate the vehicle in the manner in which he or she is operating it, and who, while operating a vehicle of that class, is in compliance with all conditions of his or her license.

**Regular Operator** is any person not listed on the Declarations Page who has or had care, custody or control of **your auto** 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.

**Regular Use** includes, but is not limited to, use of **your auto** 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.

**Resident** means any person who lives in the same household of the Named Insured for longer than fourteen (14) consecutive days.

**Temporary replacement auto** means any **auto** not owned or leased by **you** or a **resident**, while **your covered auto** is being serviced or repaired, or if it has been stolen or destroyed.

**Trailer** means a **vehicle** designed to be pulled by an **auto**. It also means a farm wagon or farm implement while being towed by an **auto**. A **trailer** is not a mobile home or a trailer used as an office, store, display, or passenger trailer.

**Use, using, used** means any utilization of a **motor vehicle** as a **vehicle** including **operating, occupying**, entering into and alighting from it.

**Vehicle** - See **Motor Vehicle**.

**We, us, and our** refer to United Equitable Insurance Company.

**You, your, yourself** means the individual(s) named on the **declarations page** as the Named Insured and any person who is a **resident** of the same household, **ONLY** if that person is listed as an additional driver on the **declarations page**.

## WHAT YOU SHOULD DO IN THE EVENT OF A LOSS OR AN ACCIDENT

### NOTICE OF AUTO ACCIDENT OR LOSS

In the event of an **auto accident** or **loss**, **you** must report it to **us** as soon as reasonably possible. **You** can report **your auto accident** or **loss** by calling toll-free:

**1-800-736-2442**

The report must give the time, place and circumstances of the **auto accident** or **loss**, including the names and addresses of any injured persons and of any witnesses.

**You** must also file a written report with the appropriate law enforcement agency as soon as reasonably possible after knowledge of the **auto accident** or **loss**.

### OTHER DUTIES

**You** or any person claiming coverage under this policy must:

1. Cooperate with **us** in any matter concerning a claim or lawsuit and promptly send **us** any legal papers received relating to the claim or lawsuit.
2. Submit to physical examination(s) at **our** expense by doctors **we** select as often as **we** may reasonably require and authorize **us** to obtain medical and other records.
3. Provide any written proofs of **loss** that **we** require.
4. Refuse to, except at **your** own expense, assume any obligation or incur any expense other than medical and surgical care imperative at the time of the **auto accident**.
5. Attend hearings and trials as required.
6. Submit to examination(s) under oath upon **our** request.
7. With respect to any claim or lawsuit:
  - a. Help **us** and cooperate with **us** in all matters including but not limited to investigation, settlement and defense
  - b. Promptly give **us** any legal papers and evidence, including, but not limited to every demand, notice, summons, or other process received by **you**.

(1) **We** will not be obligated to pay and shall not pay under Part 1 unless the Company received actual notice of a lawsuit before a judgment had been entered in said suit.

(2) If, before **we** make a payment of loss under Part II the insured or his/her legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an **auto** involved in the

accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forward immediately to **us** by **you** or **your** legal representative.

8. Allow **us** to inspect and/or photograph any **auto** or **vehicle** a person was using at the time of, or that was involved in an accident or loss within 30 days of such accident or loss.
9. Allow **us** to inspect, photograph and appraise the damaged property before its repair or disposal
10. Take reasonable steps after an accident or loss to prevent costs that are not necessary including, but not limited to, storage fees, impound fees, and parking fees.
11. **You** agree to:
  - a. Cooperate with **us** in making sure the information **we** rely on is correct and complete, and
  - b. Notify **us** within thirty (30) days of any of the following changes:
    - (1) when **you** change **your** address;
    - (2) when the garaging location changes to one that is not shown in **our** records for **your auto**;
    - (3) when there is a change in the persons who reside in the **your** household;
    - (4) when there is any change in the persons who regularly operate **your auto**;
    - (5) when there is any change in the driver's license status of **you**, or an insured driver;
    - (6) when **you**, or an insured driver gets married, divorced or separated;

(7) when **you**, **your** relative, or an insured driver obtains a driver's license or has a driver's license suspended, revoked, or refused, or

(8) when there is an accident, loss, or traffic or motor vehicle law violation by any person who resides in the insured's household or who regularly operated a covered **auto**.

12. Notify **us** within fourteen (14) days of a change in the number, type, or use of the covered automobiles shown on the Declarations page; and

If **you** are claiming uninsured motorists coverage and a hit-and-run **motor vehicle** or unidentified **motor vehicle** is involved, **you** must file a written report with the appropriate law enforcement agency within 24 hours or as soon as reasonably possible after the **auto accident**. If **you** were **occupying a motor vehicle** at the time of the **auto accident**, **you** must make it available for **our** inspection.

If **you** are claiming physical damage, **you** must take reasonable steps after the **loss** to protect the **covered auto** and its equipment from further **loss**. **We** will pay reasonable expenses incurred in providing that protection. **YOU MUST FILE A WRITTEN REPORT OF THE THEFT OR VANDALISM OF THE COVERED AUTO TO THE POLICE WITHIN 24 HOURS OR AS SOON AS REASONABLY POSSIBLE AFTER KNOWLEDGE OF THE OCCURRENCE.** **You** must also allow **us** to inspect and appraise the damaged **covered auto** before its repair or disposal.

**FAILURE TO COMPLY WITH ANY OR ALL OF THE CONDITIONS ABOVE MAY RESULT IN OUR REFUSAL TO EXTEND TO YOU OR ANYONE ELSE REQUESTING COVERAGE ANY PROTECTION UNDER THIS POLICY FOR THE AUTO ACCIDENT OR LOSS.**

#### **PART I - LIABILITY COVERAGE**

##### **INSURING AGREEMENT**

**We** will pay **damages**, other than punitive or exemplary, for **bodily injury** or **property damage** for which **you** become legally responsible because of an **auto accident**. Liability coverage applies to **you** while driving **your covered auto** and to **you** while driving an **auto** other than **your covered**

**auto**, if **you** have permission from the owner to drive the **auto**. Liability coverage will not apply to **you** while driving an **auto** that is not listed on the **declarations page** and that is:

1. Owned or leased by **you**; or
2. Available for **your** regular **use**; or
3. Owned or leased by a **resident** of **your** household.

Liability coverage will apply to any other person driving **your covered auto** with **your** permission, provided they are not a **resident** of **your** household and do not **use your covered auto** on a regular basis.

**We** will provide liability coverage for an **auto you** rent from a car rental agency or garage, while **your covered auto** is being serviced or repaired, or if it has been stolen or destroyed. **We** will provide liability coverage for an **auto you** rent from a car rental agency or garage for a maximum of twenty (20) consecutive days for any other reason than stated above.

Any liability coverage **we** provide with respect to an **auto you** do not own or lease shall be excess over and above any other collectible insurance covering the **auto you** are driving.

#### **ADDITIONAL BENEFITS**

These benefits are in addition to **our** limit of liability for **damages**. **We** will pay for the cost of investigating the **auto accident** and arranging for the settlement of any claim against **you**. **We** will also defend **you**, hire and pay a lawyer and pay all defense costs if someone sues **you** for **damages** because of an **auto accident** even if the accusations are not true. However, **we** have no duty to defend lawsuits for **bodily injury** and **property damage** not covered by this policy. **We** may investigate and settle any claim or lawsuit as **we** deem appropriate. **We** will not be obligated to pay for the cost of any further investigation or arrangement for settlement or defend **you** further after **we** have offered to pay **our** entire limit of liability.

**We** will pay up to \$100 for the cost of bail bonds required because of an **auto accident**, including related traffic law violations. The **auto accident** must result in **bodily injury** or **property damage** covered under this policy.

If the person who sues **you** tries to tie up **your** property by an attachment, **we** will pay for a bond to release the attachment. However, **we** will not pay the premium for attachment bond amounts that are more than **our** limit of liability.

If **you** lose a lawsuit that **we** are defending, **we** will pay the court costs, including appeal costs if **we** decide to appeal. **We** will also pay pre-judgment and post-judgment interest on the amount of the judgment up to the policy limits. **We** will pay this interest from the day the judgment is entered until **we** have offered the other party the amount of the judgment up to the full limits of liability available under this coverage.

**We** will pay **your** expense for first aid to others at the scene of an **auto accident** involving an **auto we** insure.

**We** will pay other reasonable expenses incurred at our request, including up to \$25 a day for loss of earnings because of attendance at hearings or trials at **our** request.

#### **PROTECTION FOR OTHERS**

Anyone with a valid driver license or valid driving privileges **using your covered auto** with the **covered auto** owner's permission, and within the scope of such permission, who is not a named insured under a valid and effective auto insurance policy, has the same rights and obligations that **you** have under this coverage. However, this protection is not afforded to any regular user of **your covered auto** or to any **resident** of **your** household, unless that person is listed as an additional driver on the **declarations page**. Any change in regular operators or **residents** in **your** household must be reported to us immediately.

#### **WHO IS NOT COVERED**

Neither the United States of America nor any of its agencies is protected under this coverage.

Anyone for whom the United States government may be held responsible under the Federal Tort Claim Act is not protected under this coverage.

#### **EXCLUSIONS**

IN ADDITION TO THE EXCLUSIONS LISTED HERE, THE EXCLUSIONS LISTED UNDER THE GENERAL PROVISIONS OF THIS POLICY ALSO APPLY. LIABILITY COVERAGE AND **OUR** DUTY TO DEFEND DO NOT APPLY TO **BODILY INJURY OR PROPERTY DAMAGE**:

1. Arising out of the ownership, maintenance or **use** of any **motor vehicle** with less or more than four wheels.
2. Arising while **occupying** any **motor vehicle used** as a residence or premises.
3. Arising out of the loading or unloading of any **vehicle**.
4. To **you** or to property owned by, rented to, in charge of, or transported by **you**. However, this exclusion does not apply to **your** rented residence or rented private garage damaged by **your covered auto**.
5. Caused intentionally by **you** or at **your** direction.
6. Arising out of or in the course of employment. However, coverage does apply to domestic employee(s) unless benefits are payable or required to be provided for the domestic employee under a worker's compensation law or similar law.
7. To **your** fellow employee(s) in the course of his/her employment, if such injury arises out of the **use** of an **auto** in the business of his/her employer. This exclusion does not apply to injuries for which **you** are legally liable.
8. Occurring while **your covered auto** is pulling a mobile home or a **trailer used** as an office, store, display or passenger trailer.
9. Arising out of the operation of farm machinery.
10. Assumed by **you** under any contract or agreement.
11. For any liability imposed upon **you** by statutes arising from **your** sponsorship of a minor for an operator's license.

#### **LIMITS OF LIABILITY**

The limit of liability shown on the **declarations page** is the most **we** will pay per **auto accident** or **loss** regardless of the number of claims made, **covered autos**, insured persons, lawsuits brought, **vehicles** involved in an **auto** accident, or premiums paid.

Your declarations page shows a split limit:

1. The amount shown for "each person" is the most **we** will pay for all **damages** due to a **bodily injury** to one person; and
2. 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 **auto accident**; and
3. The amount shown for **property damage** is the most **we** will pay for all **property damage** for which **you** become legally liable as a result of any one **auto accident**.

The bodily injury limit for "each person" includes the total of all claims made for such **bodily injury** and all claims derived from such **bodily injury**, including, but not limited to, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

No one shall be entitled to duplicate payments for the same elements of **damages**.

Any payment to a person under this Part I shall be reduced by any payment to that person under Part II - Medical Expense Coverage for the same element of **damages**.

**A motor vehicle** and attached **trailer** are considered one **motor vehicle**. Therefore, the limits of liability will not be increased for an **auto accident** involving a **motor vehicle** which has an attached **trailer**.

#### **OTHER INSURANCE**

This insurance is primary for any **auto** owned or leased by **you** and that is described on the **declarations page**, or any additional **auto** or replacement **auto we** insure.

If **you** are using a **temporary replacement auto** or **non-owned auto**, **our** liability insurance will be excess over any other collectible insurance. If more than one policy applies to an **accident** involving **your covered auto**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

If there is other liability insurance applicable on the same primary or excess basis as this coverage, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

## PART II - MEDICAL EXPENSE COVERAGE

### INSURING AGREEMENT

If **you** pay a specific premium for medical expense coverage, medical expense coverage applies to **you** while **occupying your covered auto**. **We** will pay expenses incurred within one (1) year from the date of the **auto accident** or **loss**.

This coverage applies to reasonable and necessary medical, surgical, and dental treatment, professional nursing, hospital, x-ray, ambulance and funeral services and prosthetic devices. This coverage also applies to reasonable and necessary treatment rendered in accordance with a legally recognized religious method of healing.

THIS COVERAGE DOES NOT APPLY TO THAT AMOUNT PAID OR PAYABLE UNDER ANY HEALTH OR ACCIDENT INSURANCE AVAILABLE TO **YOU** REGARDLESS OF WHETHER THE OTHER COVERAGE IS PRIMARY, EXCESS OR CONTINGENT. THIS COVERAGE DOES NOT APPLY TO CARE WHICH THE UNITED STATES GOVERNMENT OR ITS MILITARY SERVICES ARE REQUIRED TO PROVIDE TO EMPLOYEES, MEMBERS, OR DEPENDENTS.

### PROTECTION FOR OTHERS

Anyone **occupying your covered auto** with **your** permission has the same rights and obligations that **you** have under this coverage.

### WHO IS NOT COVERED

IN ADDITION TO THE EXCLUSIONS LISTED HERE, THE EXCLUSIONS LISTED UNDER THE GENERAL PROVISIONS OF THIS POLICY ALSO APPLY. MEDICAL EXPENSE COVERAGE DOES NOT APPLY TO ANYONE SUSTAINING **BODILY INJURY**:

1. While **occupying** any **motor vehicle** having less or more than four wheels.
2. While **occupying** any **motor vehicle** used as a residence or premises.
3. While **occupying** a **motor vehicle** without a reasonable belief that that person is entitled to do so.
4. Caused intentionally by **you** or at **your** direction.
5. During the course of employment if benefits are payable or must be provided under a worker's compensation law or similar law.

6. From the operation of farm machinery.

### LIMIT OF LIABILITY

The limit of liability shown for this coverage on the **declarations page** is the maximum **we** will pay for all medical expenses incurred by or on behalf of anyone **occupying your covered auto** with **your** permission sustaining **bodily injury** from any one **auto accident** or **loss**. This amount is the most **we** will pay regardless of the number of **autos** described on the **declarations page**, persons insured, claims, claimants, policies, or **motor vehicles** involved in the **auto accident**.

Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under the liability coverage or the uninsured/underinsured motorist coverage.

No payments will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under liability coverage.

### OTHER INSURANCE

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

## PART III - PHYSICAL DAMAGE COVERAGE

### INSURING AGREEMENT

If **you** pay a specific premium for **collision** and **comprehensive** coverage, **we** will pay for direct and accidental **loss** to **your covered auto**, less any applicable deductible shown on the **declarations page** for **your covered auto**.

**We** do not cover physical damage on a **temporary replacement auto**; however, physical damage coverage will transfer to an **auto you** rent from a car rental agency or garage while **your covered auto** is being repaired as a result of a **covered loss**. A **covered loss** is defined as a **loss** that occurs during **our** policy period in which **our** Physical Damage Coverage applies. PLEASE NOTE THAT NO COVERAGE IS AFFORDED TO **VEHICLES** RENTED FOR REASONS OTHER THAN THOSE STATED ABOVE.

apply if the damage is the result of other **losses** covered by this policy.

### **LOSSES NOT COVERED**

IN ADDITION TO THE EXCLUSIONS LISTED HERE, THE EXCLUSIONS LISTED UNDER THE GENERAL PROVISIONS OF THIS POLICY ALSO APPLY. PHYSICAL DAMAGE COVERAGE DOES NOT APPLY TO:

1. A **loss** occurring while **your covered auto** is **used** as a residence or premises.
2. A **loss** caused to a camper body or **trailer**.
3. A **loss** while **your covered auto** is subject to any bailment, lease, conditional sale, mortgage or other encumbrance not specifically declared and described on this policy.
4. A **loss** to any optional equipment not factory installed by the original auto manufacturer unless the equipment is declared and you pay a specific premium shown on the **declarations page** for **your covered auto**.
5. A **loss** to any of the following optional equipment whether or not factory installed by the original auto manufacturer: car telephone equipment, televisions or their accessories or antennas, radar or laser detection devices, home high fidelity equipment, two-way radios, scanning monitor receivers, awnings, cabanas or equipment designed to provide additional living facilities.
6. A **loss** to wearing apparel or personal effects.
7. A **loss** caused intentionally by **you** or at **your** direction.
8. A **loss** due to conversion or embezzlement by any person in possession of **your covered auto**.
9. A **loss** while **your covered auto** is pulling a mobile home or a **trailer used** as an office, store, display, or passenger trailer.
10. A **loss** resulting from manufacturer's defects, wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. However, coverage does

### **LIMIT OF LIABILITY**

**Our** maximum limit of liability for **losses** is the actual cost to repair or replace the damaged property. Payment will not exceed the actual cash value of the property at the time of the **loss**. If the **loss** is a part thereof, the payment will not exceed the actual cash value of such part at the time of **loss** nor what it would then cost to repair or replace the property or such part thereof with other of like, kind and quality. All payments are reduced by the applicable deductible shown on the **declarations page**.

### **TRANSPORTATION EXPENSES**

**We** will pay up to \$10 per day, to a maximum of \$300, for transportation expenses incurred by **you**. This applies only in the event of the theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period beginning 48 hours after the theft has been reported to us and the police, and ending when **your covered auto** is returned to **use** or **we** pay for its **loss**.

### **RENTAL REIMBURSEMENT**

When there is a **loss** to one of **your covered autos** described on the **declarations page** for which a specific premium charge indicates that rental reimbursement coverage is afforded, **we** will reimburse **you** for expenses **you** incur to rent a **temporary replacement auto**. This coverage applies only if the **auto** is withdrawn from **use** for more than 24 hours and the **loss** is caused by **collision** or covered under the **comprehensive** part of this policy. **Our** payment will be limited to that period of time reasonably required to repair or replace the **auto**. If **your covered auto** is stolen and not recovered or declared a total loss by **us**, **we** will pay up to five (5) days after **we** make an offer to pay for the **loss**. The most **we** will pay under rental reimbursement coverage is \$20 per day to a maximum of \$420. The most **we** will pay for rental reimbursement and transportation expense coverage in any one (1) occurrence is \$420.

### **TOWING AND LABOR**

If **you** pay a specific premium for towing and labor costs, **we** will pay towing and labor costs incurred each time **your covered auto** is disabled, up to the amount shown on the **declarations page** as applicable to that **vehicle**. The most **we** will pay



per occurrence is \$35, not to exceed six (6) occurrences per 6-month policy period. **We** will only pay for labor performed at the place of disablement, provided disablement does not occur at **your** place of residence.

#### **PAYMENT OF LOSS**

**We** may pay for the **loss** in cash or **we** may repair or replace the damaged or stolen property. **We** may take all or part of the damaged property at the agreed or appraised value. Before a **loss** is paid or the property is replaced, **we** may return any stolen property to **you** at **our** expense with payment for any damage.

**We** may settle any **loss** either with **you** or the owner of the property.

#### **PREMIUM EARNED ON TOTAL LOSS**

In the event there is a claim under any of the physical damage coverages for which a separate premium is shown on the **declarations page** results in the payment of a total loss, that portion of the premium that has not been fully earned as of the time of cancellation will be credited to **you**.

#### **NO BENEFIT TO BAILEE**

This coverage shall not directly or indirectly benefit any carrier or other bailee liable for **loss** to **your covered auto**.

#### **APPRAISAL**

If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In that event, each party will select a competent and disinterested appraiser. The two appraisers will select a third appraiser to decide any differences. Each appraiser will state separately the actual cash value and the amount of the **loss**. An award in writing by any two appraisers will determine the amount payable. Each party will pay its chosen appraiser and bear the expense of the third appraiser equally.

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

#### **OTHER INSURANCE**

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

### **PART IV - UNINSURED/UNDERINSURED MOTORISTS COVERAGE**

#### **INSURING AGREEMENT**

If **you** pay a specific premium for uninsured motorists or underinsured motorists coverage, **we** will pay **damages**, other than punitive or exemplary or attorney fees, **ONLY** for **bodily injury** physically sustained by **you** which **you** are legally entitled to receive from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**. **We** will pay the **damages you** suffer in an **auto accident** while **occupying your covered auto** as a result of having been struck by an **uninsured motor vehicle** or **underinsured motor vehicle**. The owner's or operator's liability for these **damages** must arise out of the ownership, maintenance or **use** of the **uninsured motor vehicle** or **underinsured motor vehicle**.

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

**We** will pay under this coverage **damages** caused by an **auto accident** with an **underinsured motor vehicle** only after the limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payments of judgments or settlements.

#### **ADDITIONAL DEFINITIONS USED ONLY IN THIS PART IV**

An **Uninsured motor vehicle** is a:

1. **motor vehicle** where there is no bodily injury policy or liability bond available at the time of the **auto accident**.
2. **motor vehicle** where there is insurance available at the time of the **auto accident** but the company writing the insurance is or becomes insolvent or denies coverage.
3. Hit-and-run **motor vehicle** that strikes **you** while **you** are **occupying your covered auto**, if neither the driver nor the owner of the hit-and-run **motor vehicle** can be identified.

An **underinsured motor vehicle** is a:

1. **motor vehicle** where there is a bodily injury policy or liability bond available at the time of the **auto accident** with less than the limits of liability shown on the **declarations page** of this policy for underinsured motorists coverage.
2. **motor vehicle** where there is a bodily injury policy or liability bond available at the time of

the **auto accident** but the limits of that policy or bond are reduced by payments to persons, other than persons insured, injured in the **auto accident** to less than the limit of liability for underinsured motorists coverage.

An **underinsured motor vehicle** is not an **uninsured motor vehicle**.

An **underinsured motor vehicle** is not a **covered auto** or **your covered auto** under this policy.

#### **PROTECTION FOR OTHERS**

Anyone **occupying your covered auto**, with the **covered auto** owner's permission has the same rights and obligations that **you** have under this coverage.

Anyone that is entitled to recover **damages** for care or loss of services, because of **bodily injury** sustained by **you** or anyone **occupying your covered auto**, with the **covered auto** owner's permission has the same rights and obligations that **you** have under this coverage.

#### **THOSE NOT PROTECTED**

IN ADDITION TO THE EXCLUSIONS LISTED HERE, THE EXCLUSIONS LISTED UNDER THE GENERAL PROVISIONS OF THIS POLICY ALSO APPLY. THIS COVERAGE DOES NOT APPLY TO:

1. **Bodily injury** to **you** which is caused by **your** spouse or a **resident** of **your** household.
2. **Bodily injury** to an insured while occupying an **auto** (other than a **covered auto**), motorcycle or any other **motor vehicle**, owned by **you** or through being struck by such auto, motorcycle or other **motor vehicle**
3. **You**, if **you** or **your** legal representative settles a claim without **our** consent.
4. **You**, if **you** or **your** legal representative if there is a claim against **us** unless **we** have received actual written notice of said claim within two (2) years of the date of the **auto accident**.

This coverage does not apply to an **uninsured motor vehicle** or **underinsured motor vehicle**:

1. Owned or leased by **you**, furnished to or available for **your** regular **use**, unless said **motor vehicle** is listed on the **declarations page**.
2. Owned or operated by a self-insurer within the meaning of any **motor vehicle** financial

responsibility law, motor carrier law or similar law.

3. Owned by any governmental authority or agency.
4. Operated on rails or crawler-treads.
5. Which is a farm type tractor or equipment designed for **use** principally off public roads, while not on public roads.
6. **Used** as a residence or premises.
7. Not required to be registered as a **motor vehicle**.
8. That may inure directly or indirectly to the benefit of any worker's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any worker's compensation or disability benefits law or any similar law.

#### **LIMITS OF LIABILITY**

The limit of uninsured motorists or underinsured motorists bodily injury liability coverage shown on the **declarations page** for "each person" is the maximum **we** will pay for **bodily injury** sustained by one person in any one **auto accident**, including all injuries and **damages** to others resulting from this **bodily injury**. Subject to this limit of "each person", the limit of uninsured motorists or underinsured motorists bodily injury liability coverage shown on the **declarations page** for "each accident", is the maximum **we** will pay for **bodily injury** sustained by two or more persons in the same **auto accident**.

This is the most **we** will pay regardless of the number of **autos** described on the **declarations page**, persons insured, claims, claimants, policies, or **motor vehicles** involved in the **auto accident**. However, the limit of uninsured motorists or underinsured motorists bodily injury liability coverage shall be reduced by all sums paid by or on behalf of persons or organizations who may be legally responsible for **your bodily injury**. This includes all sums paid under the liability coverage of this policy.

All claims made under this Part IV of the policy, including all derivative claims of whatever nature such as loss of society, loss of services, and/or loss of consortium, shall be deemed to be merged and consolidated into the stated limit of liability for one person under the "each person" limit of liability specified on the **declarations page**.

#### **PAYMENT OF DAMAGES**

**We** may pay **you**, **your** legal representative or anyone authorized by law to receive payment.

Any amounts payable for **damages** under this coverage will reduce any amount that person is entitled to recover for the same **damages** under the liability coverage of this policy.

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

#### **TRUST AGREEMENT**

When **we** pay **you damages** under this coverage, **you** or **your** legal representative must agree in writing to repay **us** out of any **damages** recovered from anyone responsible for **your** injuries. **You** or **your** legal representative must also agree in writing to hold in trust and preserve for **us** all rights of recovery.

At **our** request, **you** must take any necessary action to recover the payments **we** have made under this coverage. **You** must do so in **your** own name and through a representative **we** select. Any payments made under this coverage and recovered from the at-fault party must be repaid to **us**. Expenses of recovery will be repaid to us out of any **damages** recovered.

#### **OTHER INSURANCE**

If there is other applicable uninsured motorists or underinsured motorists coverage, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that our limit of liability bears to the total of all applicable limits. Any coverage **we** provide shall be excess over any other uninsured motorists or underinsured motorists coverage, except for **bodily injury** to **you** when **occupying a covered auto**.

If there is other applicable insurance available under more than one policy, any recovery for **damages** for **bodily injury** sustained by a person insured may not exceed the highest of the applicable limit of any one **vehicle** under this insurance or any other insurance.

**We** will not pay for any **damages** which would duplicate any payment made for **damages** under any other insurance.

#### **PART V - UNINSURED MOTORISTS PROPERTY DAMAGE (IN 01 004)**

##### **INSURING AGREEMENT**

If **you** pay a specific premium for uninsured motorists property damage coverage as shown on the **declarations page**, **we** agree to insure **you** as follows:

**We** will pay for **property damage** to **your covered auto**, less any applicable deductible shown on the **declarations page**, which **you** are legally entitled to recover from the owner or operator of an **uninsured motor vehicle** up to the limit of liability for this coverage as shown on the **declarations page**. The **property damage** must be caused by an **accident** and arise out of the ownership, maintenance or **use** of an **uninsured motor vehicle**. **THE PROPERTY DAMAGE MUST BE CAUSED BY ACTUAL PHYSICAL CONTACT BETWEEN YOUR COVERED AUTO AND AN UNINSURED MOTOR VEHICLE WHOSE OWNER OR OPERATOR AND LICENSE PLATE HAVE BEEN IDENTIFIED.**

##### **DEFINITIONS USED ONLY IN THIS PART V**

**Property damage** means damage to or the destruction of **your covered auto** but does not include damage to personal property contained in **your covered auto**. This coverage is subject to any applicable deductible shown on the **declarations page**. **Property damage** does not include loss of use of **your covered auto**.

**Uninsured motor vehicle** means a **motor vehicle**

that is:

1. Not insured by a liability bond or policy at the time of the **accident**; or
2. Insured by a liability bond or policy at the time of the **accident** but the insurance company writing the insurance denies coverage or is or becomes insolvent.

However, **uninsured motor vehicle** does not

mean:

1. A **vehicle** whose owner or operator and license plate have not been identified; or

2. A **vehicle** owned by a governmental unit or agency; or
3. A **vehicle** owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law; or
4. **Your covered auto**; or
5. A **vehicle** owned or leased by **you**, furnished to or available for **your** regular **use** or the regular **use** of a **resident** of **your** household.

### **EXCLUSIONS**

IN ADDITION TO THE EXCLUSIONS LISTED HERE, THE EXCLUSIONS LISTED UNDER THE GENERAL PROVISIONS OF THIS POLICY ALSO APPLY. COVERAGE UNDER THIS PART V DOES NOT APPLY TO:

1. A **loss** caused to a camper body or **trailer**.
2. A **loss** to any optional equipment not factory installed by the original auto manufacturer.
3. A **loss** to any of the following optional equipment whether or not factory installed by the original auto manufacturer: car telephone equipment, televisions or their accessories or antennas, radar or laser detection devices, home high fidelity equipment, two-way radios, scanning monitor receivers, awnings, cabanas or equipment designed to provide additional living facilities.
4. A **loss** to wearing apparel or personal effects.
5. A **loss** caused intentionally by **you** or at **your** direction.
6. A **loss** resulting from prior **loss** or damage, manufacturer's defects, wear and tear, freezing, mechanical breakdown or failure or road damage to tires.
7. **Property damage** sustained by **you** if **you** or **your** legal representative makes a settlement or prosecutes an action to judgment without **our** consent.
8. **You**, if **you** or **your** legal representative if there is a claim against **us** unless **we** have received actual written notice of said claim

within two (2) years of the date of the **auto accident**.

### **LIMIT OF LIABILITY**

**Our** limit of liability for **property damage** under this Part V shall not exceed the lowest of:

1. The actual cash value of the **covered auto** at the time of the **loss**; or
2. The amount necessary to repair or replace the **covered auto** with other of like, kind and quality; or
3. The applicable limit of liability shown on the **declarations page**.

Any **loss** payable under this Part V shall be reduced by any applicable deductible shown on the **declarations page**.

### **OTHER INSURANCE**

Any insurance, which **we** afford to a **loss** covered under this Part V shall be excess over any other applicable insurance.

## **GENERAL PROVISIONS**

### **VALID DRIVER LICENSE**

No coverage is afforded under any section of this policy if the **covered auto** is being operated by any person including but not limited to you or any other defined term, person, or group in this policy, who is not a qualified, licensed driver, or is without a valid driver license, or whose driver license is expired, revoked or suspended, or is in violation of any condition of their driving privileges, or is without privileges to drive for any reason.

### **GENERAL EXCLUSIONS**

Coverage and **our** duty to defend under Part I - Liability, Part II - Medical Expense, Part III - Physical Damage, Part IV - Uninsured/Underinsured Motorists, and Part V - Uninsured Motorists Property Damage does not apply to a loss:

1. Arising while **your covered auto** is being operated by a person who is listed as an excluded driver on the **declarations page**; however, when applicable, this policy will comply with Indiana Code 27-1-13-7.
2. Arising while **your covered auto** is being operated by a **resident** of **your** household or by a regular **user** of **your covered auto**

unless that person is listed as an additional driver on the **declarations page**; however, when applicable, this policy will comply with Indiana Code 27-1-13-7.

3. Arising out of the ownership, maintenance or **use** of any **motor vehicle**, other than **your covered auto**, which is owned or leased by **you**, furnished to or available for **your** regular **use**.
4. If **your covered auto** is **used** without the **covered auto** owner's permission, or outside the scope of that permission.
5. If **your covered auto** is being **used** to flee or elude law enforcement official(s).
6. If **your covered auto** is **used** in the commission of any felony, including theft of **your covered auto**.
7. If **your covered auto** is used in any illicit trade or transportation.
8. Arising from any prearranged or organized race, speed contest or performance contest.
9. To any loss resulting from ownership maintenance or use of a **vehicle** or trailer for **Business/Artisan Use** by a person while in the course and scope of employment or engaged in any business. This exclusion does not apply if **business/artisan use** of the insured auto has been declared and an additional premium has been paid. However, **business/artisan use** does not include **vehicles**:

(a) used for pick up and/or delivery of materials, supplies, magazines, newspapers, flyers, mail, food, courier/escort service, passengers for a fee or any other delivery purposes;

(b) used for livery, limousine or taxiservice, including vehicles used to transport nursery or school children, migrant workers, hotel/motel guests, patients, or members of a vanpool;

(c) visiting more than 3 job sites per day;

(d) owned, registered, titled or leased by a partnership or corporation;

(e) **used** by employees and/or persons other than the insured or family members except domestic employees (e.g. maid, chauffeurs);

(e) **used** within a radius greater than 75 miles of the address stated on the application or declarations page for business purposes;

(f) **used** to transport explosives, chemicals, firework materials, or more than 500 pounds of supplies or equipment;

(g) with a load capacity in excess of 1,500 pounds or a gross vehicle weight rating (according to the manufacturer's specifications (greater than 12,000 pounds;

(h) designed and/or **used** for commercial purposes such as vehicles with logos or advertising whether permanent or removable on them, vehicles equipped with racks for ladders or pipes, or for other equipment or supplies;

(i) **used** as emergency vehicles;

(j) **used** in the automobile business; or

(k) **used** to tow a trailer carrying tools, supplies or materials.

10. to bodily injury or property damage resulting from the **use** of a rental or leased motor **vehicle** by an operator not authorized under the terms of the rental or lease agreement.

11. for emergency response fees, clean up fees or other fees incurred or imposed by local municipalities, law enforcement, or other governmental or volunteer agencies as a result of a motor accident.

12. to bodily injury or property damage incidental to or emanating from the ownership, maintenance or **use** of a covered **auto** while used as a public or

- livery conveyance, including any use of the vehicle, whether or not passengers are present in the **vehicle**, in conjunction with any transportation network application or companies, or as they sometimes refer to themselves, rideshare applications or companies. Examples of transportation network application or companies, or as they sometimes refer to themselves, rideshare applications or companies include, but are not limited to Uber, Lyft, and Side Car. However, this exclusion does not apply to a share-the-expense car pool.
13. to the payment of punitive or exemplary damages.
  14. to bodily injury or property damage resulting from the **use** of a motor vehicle for snow removal.
  15. to property damage on a **non-owned auto** or temporary substitute **auto**.
  16. to diminution in value to any **auto**.
  17. to damage or loss to personal property located in the covered **auto**.
  18. to loss due to theft if evidence exists that forcible entry was not required to gain access to the **vehicle** or that evidence exists that keys were left in the automobile while it was unoccupied or that no evidence exists that the ignition wires, ignition locks, steering locks or other security devices installed to prevent the operation by an unauthorized person were altered to operate the **auto** without keys.
  19. to a loss on any **auto** titled to any member or resident of the household which is not listed on the declaration page of the policy.
  20. If **you** are operating any **motor vehicle** in a **commercial use** capacity.
  21. Arising out of an auto business operation, including but not limited to, the selling, repairing, servicing, testing, storing, or parking of **motor vehicles**.

22. Arising out of or due to the **use** of the **covered auto** for the transportation of any explosive substance, flammable liquid, or similarly hazardous material.
23. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these.
24. To anyone protected at the time of the **auto accident** by an atomic or nuclear energy liability insurance contract. The reason for this is that by law such policies protect all persons involved in the **auto accident**, regardless of fault.
25. For which the United States Government is liable under the Federal Tort Claims Act.

#### **BUSINESS USE COVERAGE**

If **you** pay a specific premium for business use coverage, **we** will pay for direct and accidental **loss** that occurs while **you** are operating **your covered auto** and traveling between locations during the course and within the scope of **your** employment, subject to the coverages shown on **your declarations page** and all the terms, provisions, conditions and exclusions described throughout this policy.

#### **OUR RIGHT TO RECOVER PAYMENT**

In the event of any payment under this policy, **we** have the right to recover from anyone who may be held responsible. **You** and anyone **we** protect must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after a **loss** to prejudice **our** rights.

**Our** right to recover does not apply if **we** make payment under physical damage coverage against anyone **using your covered auto** with a reasonable belief that that person is entitled to do so.

When **you** and anyone **we** protect have been paid **damages** by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by **you** in trust for **us** and be reimbursed to **us** to the extent of **our** payment.

In the event **we** become obligated to make a payment because of a **loss** for which there would be no coverage under any terms, conditions or provisions of this policy, then **you** must reimburse

the company for any payment or expense incurred by **us**.

#### **SALE OF COVERED AUTO**

No coverage is afforded under any section of this policy if **your covered auto** is in the care, custody or control of anyone, other than **yourself**, for the purpose of selling **your covered auto**.

#### **FINANCED VEHICLES (IN 01 013)**

If a lienholder or additional interest is shown on the **declarations page**, **we** may pay any **comprehensive** or **collision loss** to:

1. **You** and/or the additional interest and the repair facility; or
2. **You** and/or the additional interest and such lienholder as their interest may appear, when **we** find it is not practical to repair **your covered auto**; or
3. The lienholder or the additional interest, as to their interest, if **your covered auto** has been repossessed.

A lienholder or additional interest's benefits under this policy are limited to and may not exceed those benefits and/or rights to which the Named Insured is entitled.

#### **LIENHOLDER DEDUCTIBLE**

The deductible amount that applies to **losses** adjusted and payable to the lienholder for their interest shall be subject to the amount of the deductible shown on the **declarations page** per **loss** on **comprehensive** and **collision** coverage.

#### **POLICY PERIOD AND TERRITORY**

This policy applies only to **auto accidents** and **losses** during the policy period shown on the **declarations page**. In the event that this policy is cancelled for non-payment, **we** will not cover any **loss** or **auto accident** which occurs after the cancellation date and time. Coverage applies to **your covered auto** while it is within the United States of America, its territories or possessions and Canada, or while **your covered auto** is being transported between their parts.

#### **TRANSFER OF THIS POLICY**

This policy cannot be transferred to any person or organization without **our** written consent. However, if the Named Insured dies, this policy will provide protection until the end of the policy period (provided premium due has been paid) for the legal representative and those persons who were protected on the date of death.

#### **NUMBER OF OWNED VEHICLES COVERED**

Four is the maximum number of **covered autos** that may be listed on this policy.

#### **CHANGES IN YOUR POLICY**

This policy contains all the agreements between **you** and **us**. Notice to any agent or knowledge possessed by any agent or other person shall not change or effect a waiver on any of **our** rights under this policy. Only the Named Insured appearing on the **declarations page** may request changes to the policy. Any changes that increases the liability of the Company must have prior Company approval, unless otherwise noted by this policy.

This policy can only be changed by an endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. **We** will automatically give **you** the benefits of any extension or broadening of this policy effective on the date the Indiana Department of Insurance approves the use of the change and if the change does not require additional premium.

The premium for each term of this policy is determined by information in **our** possession at the inception date of that term. Any change in this information which would affect the rating of your policy gives **us** the right to make an additional charge or refund on a pro-rata basis. REGARDLESS OF PREMIUM CHANGE, **YOU HAVE A DUTY TO INFORM US OF ANY SUCH CHANGE** (including but not limited to change in: **vehicles**, use of **vehicles**, Named Insured's and additional driver's occupations, marital status, garaging address, **residents** in household, children eligible to drive, driver's physical condition, medication or moving out of the State of Indiana).

### **CANCELLATION DURING THE POLICY PERIOD**

The Named Insured appearing on the **declarations page** may cancel this policy by returning it to **us** or by advising us in writing the future date and time the Named Insured wishes the cancellation to be effective. The earned premium will be computed on a short-rate basis.

**We** will not refuse to issue or cancel this policy solely because of **your** age, sex, race, color, creed, religion, national origin, ancestry, marital status, or residence within the State of Indiana.

**We** may cancel this policy by mailing or delivering notice of cancellation to you at the address shown on the **declarations page**. The earned premium will be computed on a pro-rata basis. The effective date of cancellation stated in a notice is the end of the policy period. Proof of mailing a notice of cancellation shall be sufficient proof of notice.

Upon cancellation, **you** may be entitled to a premium refund. If the refund is less than \$10.00, no refund will be sent unless **you** specifically request it. If **you** owe **us** less than \$10.00, **we** will not pursue the amount due.

**We** have the right to cancel this policy for any reason within the first fifty-nine (59) days from its inception, with at least a ten (10) day notice of cancellation.

If **we** do not cancel **your** policy within the first fifty-nine (59) days, then it can only be cancelled for one of the following reasons:

With at least a ten (10) day notice of cancellation for: Nonpayment of premium.

With at least a twenty (20) day notice of cancellation for:

1. Misrepresentation by **you** of any material fact in the submission of a claim under this insurance; or
2. Loss of driving privileges through suspension, revocation, or expiration of **your** operator's license, or any additional driver's operators license; or
3. Changing **your** place of residence, or license or registration of **your covered auto** to a state other than Indiana; or
4. Violations of any terms or conditions of this policy; or

5. If **you** or any other insured driver under this policy:

- a. Is under the treatment for epilepsy or heart disease and does not produce a certificate from a physician testifying to the operator's unqualified ability to operate a **motor vehicle** safely; or
- b. Uses drugs or alcoholic beverages to excess.

### **RENEWAL PROVISIONS**

**We** will not refuse to renew this policy solely because of **your** age, sex, race, color, creed, religion, national origin, ancestry, marital status, or residence within the State of Indiana.

It is agreed that all coverages afforded hereby shall expire at the expiration of any renewal term thereof. In the event the Insured and the Company agree to renew this policy, such renewal may be effected by means of a renewal certificate to be attached to this policy or at the option of the Company by issuance of a new policy, but no renewal term shall become effective prior to the actual receipt of the premium in payment for the same and acceptance thereof by the Company at the Company's office.

Subject to **our** consent, **you** may renew this policy. When **we** consent to renew this policy, **you** must pay the renewal premium in advance. **We** will mail **you** a notice telling **you** when **your** premium must be paid. If **you** fail to pay the required premium when due, **your** policy will expire.

**We** have the right not to renew **your** policy with at least a twenty (20) day notice of non-renewal. If **we** decide not to renew **your** policy, **we** will mail a non-renewal notice to **you** at the address shown on the **declarations page**. Proof of mailing a notice of non-renewal shall be proof of notice.

Once a non-renewal notice has been mailed to **you**, **you** still have an obligation to make premium payments when due. Failure to pay any such payments will result in the cancellation of **your** policy effective the cancellation date and time that appears on the Notice of Cancellation. No late payments will be accepted and coverage will not be rewritten.

### **BANKRUPTCY**

**We** are not relieved of any obligation under this policy because of **your** bankruptcy or insolvency.



### **FRAUD OR MISREPRESENTATION**

This policy was issued in reliance on the information provided on **your** insurance application. **We** may void coverage under this policy if **you** or an insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made.

**We** may cancel this policy if **you** have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

No coverage will be provided to any person who has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

**We** may void this policy for fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or **damages** which would otherwise be covered.

### **PREMIUM PAYMENT**

If **your** "initial" premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentation to the financial institution upon which it is drawn. If the check, draft, or remittance is not honored upon presentation, this policy will be deemed void from its inception, as if the policy never took effect. This means that **we** will not be liable under this policy for any claims or **damages** that would otherwise be covered if the check, draft, or remittance had been honored upon presentation to the financial institution upon which it is drawn.

If **your** "installment" or "renewal" payment is by check, draft or any remittance other than cash, coverage under this policy will continue provided the check, draft, or remittance is honored upon presentation to the financial institution upon which it is drawn. If the check, draft, or remittance is not honored upon presentation, this policy will be cancelled at the date and time shown on the Notice of Cancellation that would have applied to the payment that was not honored.

### **LATE PAYMENT**

In order to continue **your** coverage, **your** installment or renewal payment must be received in **our** office prior to the cancellation date and time

shown on **your** Notice of Cancellation or the renewal date and time shown on **your** Renewal Notice. Payment effective dates and times vary per the payment method:

1. Post Office mailed payments are effective the day after the postmark date on the payment envelope at 12:01 A.M.
2. Post Office mailed payments with no legible postmark date or delivered via Federal Express, Airborne Express, or other similar carriers are effective the day **we** receive the payment at 12:01 A.M.
3. Walk-in payments made at authorized agencies of United Equitable Insurance are effective the date and time the agency receives the payment.

If the payment effective date and time is prior to the cancellation date and time shown on **your** Notice of Cancellation, the policy will not cancel. If **your** payment is effective after the cancellation date and time, **your** policy will cancel as of the date and time shown on **your** Notice of Cancellation that applies to that payment.

**We** will accept a payment effective after the cancellation date and time and rewrite **your** policy, as long as the payment's effective date and time is no more than thirty (30) days after the cancellation's effective date and time.

In the event **we** accept **your** late payment and rewrite **your** policy, **we** will not cover any **loss** or **auto accident** which occurred during the period between the cancellation date and time and the effective date and time of the rewritten policy. In the event that this policy is rewritten, it will be rewritten under the same policy terms, limits, conditions, elections, and exclusions which were in effect at the time of cancellation.

**We** reserve the right not to accept late payments on policies that have cancelled. **We** will not accept any payment that has a payment effective date and time that is more than thirty (30) days after the cancellation date and time.

If the renewal payment effective date and time is prior to the renewal date and time shown on **your** Renewal Notice, the policy will not expire. If **your** renewal payment is effective after the renewal date and time, **your** policy will expire as of the date and time shown on **your** Renewal Notice. If an outstanding payment is due when a Renewal Notice is issued, any renewal payment will be applied to that outstanding balance first, and a

renewal will not be issued, and the policy will expire.

**We** will accept a renewal payment effective after the renewal date and time and rewrite **your** policy, as long as the renewal payment's effective date and time is no more than thirty (30) days after the expiration's effective date and time.

In the event **we** accept **your** late renewal payment and rewrite **your** policy, **we** will not cover any **loss** or **auto accident** which occurred during the period between the expiration date and time and the effective date and time of the rewritten policy. In the event that this policy is rewritten, it will be rewritten under the same policy terms, limits, conditions, elections, and exclusions which were in effect at the time of expiration.

**We** reserve the right not to accept late renewal payments on policies that have expired. **We** will not accept any renewal payment that has a renewal payment effective date and time that is more than thirty (30) days after the expiration date and time.

#### **FINANCIAL RESPONSIBILITY LAWS**

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. **You** must reimburse **us** if **we** make a payment that **we** would otherwise not have made had this policy not been certified as proof of financial responsibility.

#### **SUIT AGAINST US**

**We** may not be sued unless there is full compliance with all the terms of this policy. **We** may not be sued under the liability coverage until **your** obligation to pay is finally determined either by judgment against the person after actual trial or by written agreement of the person, the claimant and **us**. No one shall have any right to make **us** a party to a lawsuit to determine **your** liability. Any lawsuit seeking recovery under Part IV, Uninsured/Underinsured Motorists Coverage, must be filed within two (2) years from the date of the **auto accident**.

#### **PUNITIVE OR EXEMPLARY DAMAGES**

IT IS AGREED THAT THIS INSURANCE SHALL NOT APPLY TO PUNITIVE OR EXEMPLARY **DAMAGES**. PAYMENT FOR OR DEFENSE OF ANY CLAIM, SETTLEMENT, JUDGMENT OR OTHER AWARD OF PUNITIVE OR EXEMPLARY **DAMAGES** IS HEREBY SPECIFICALLY EXCLUDED.

#### **TWO OR MORE AUTO POLICIES**

If this policy and any other **auto** insurance policy issued to **you** by **us** apply to the same **auto accident**, the maximum limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy, even though separate premiums have been paid. **You** cannot stack coverages or policies.

#### **AUTOMATIC TERMINATION**

If **you** obtain insurance on **your covered auto**, or if a person other than **you** becomes the owner of **your covered auto**, any coverage provided by this policy will terminate as to that **auto** on the effective date and time of the new policy or the legal transfer of that **auto**.

#### **POLLUTION EXCLUSION**

It is agreed that this insurance does not provide coverage for **you** or others for **bodily injury, property damage**, or financial loss, including the decrease of property value arising out of or resulting from the intentional or unintentional, actual, alleged, or threatened discharge release, dispersal, seepage or escape of pollutants into or upon land, the atmosphere or any water course body of water or underground water of any kind or any environmental damage or pollution. Pollutants means any solid, liquid, gaseous, or thermal substance, irritant or contaminant including smoke, vapor, soot, fumes acids, alkalis, toxic chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed, known or unknown to contain pollutants or result in environmental damage.

It is agreed that this insurance does not provide coverage for any **loss**, cost, liability, or expense of any kind including attorney's fees and costs and/or expense litigation, arising out of any judicial, administrative or governmental order, direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or environmental damage.

#### **NAMED DRIVER EXCLUSION**

If any person is specifically listed as an excluded driver on **your** application or **declarations page**, then **we** will not provide coverage for that excluded driver for any claim arising from an **accident** or **loss** that occurs while the **covered auto** is being operated by that excluded driver.

**NAMED OPERATOR ENDORSEMENT (IN 01 004)  
(NON-OWNED AUTOMOBILES)**

As used in this part, the Named Operator is defined as ONLY the Named Insured listed on the **declarations page** of this policy. We agree that this insurance as is afforded by this policy for Bodily Injury, Property Damage, Personal Injury Protection, Medical Expense, and Uninsured/Underinsured Motorists coverages (provided these coverages are listed on the **declarations page** and a premium shown for them) applies with respect to the **use** of any **non-owned auto** by the Named Operator, subject to the following provisions:

1. Any provisions of this policy which extends coverage to other than the Named Operator are hereby eliminated.
2. We will only insure a newly acquired **auto** from the date and time the Named Operator notifies **us** of the acquisition.
3. No coverage is afforded under this policy for any **auto** owned in full or in part or registered in the name of the Named Operator or any **resident** of the Named Operator's household. This exclusion does not apply to any newly acquired **auto** by the Named Operator as defined in paragraph No. 2 above.
4. No coverage is afforded under this policy for any **auto used** during the course of any business or employment, or when **used** in an Auto Business Operation, including but not limited to the selling, repairing, servicing, testing, storing, or parking of **motor vehicles**.
5. No coverage is afforded under this policy for any **auto used** as a public or livery conveyance or in the business of trucking or hauling for others.
6. The provisions of this policy in reference to other valid and collectible insurance are hereby eliminated and it is agreed that if there exists, at the time of any **loss** covered by this policy, any insurance issued to, taken out by or effected on behalf of anyone other than the Named Operator and under the terms of which the Named Operator is entitled to protection or coverage, then the coverage provided by this policy shall be

excess insurance over and above the amount of such other valid and collectible insurance.

All other terms, limits, and provisions of this policy remain unchanged.

**PRIVACY STATEMENT**

**Notice of Policies and Practices of the Disclosure of Non-Public Personal Information**

Protecting the personal information of the individuals we serve is a priority for United Equitable Insurance Company. We collect, retain, and use personal information about individuals for the purpose of serving their insurance needs and providing services to them. Our practices of information gathering in order to provide those services are usual, appropriate, and an acceptable method for those purposes of insurance underwriting and reinsurance.

**We collect the following categories of non-public personal information in the normal course of business:**

- Information we receive from you on applications or other forms;
- Information about your transactions with us our affiliates, or others, such as arising from any claims you have presented, or your coverage with an affiliate of ours;
- Information we receive from a consumer-reporting agency, including credit scores, motor vehicle records and loss history information.

We may disclose any of the non-public personal information you share with us to affiliates, however, we will do so only to affiliates or to third parties who help us perform our business functions-underwriting and pricing your insurance, settling claims, and otherwise servicing you and your policy. This would include the following types of non-affiliated entities; consumer reporting agencies, insurance adjusters, rating bureaus, insurance department regulators, insurance agencies and brokers, property inspectors, insurance support organizations, and courts and governmental agencies.

Disclosures to the entities described here are permitted by the law, and we only disclose your

non-public personal information as permitted by law.

In addition, we do not disclose non-public personal information about former customers except as permitted by law.

**We do not sell customer lists or any personal information regarding our customers.**

United Equitable Insurance Company seeks to maintain the confidentiality of your non-public personal information. United Equitable Insurance Company intends for its employees to access customers' and consumers' non-public personal information only in the course of their servicing our products. We notify each employee of our strict employment policy against any employee accessing non-public personal information for any reason other than to fulfill their job requirements or as permitted by law. All employees are also required to report to their supervisor any unauthorized use of customers' or consumers' non-public personal information of which any employee becomes aware, so that the matter may be investigated, and appropriate disciplinary action taken.

If you have any questions or comment regarding this privacy statement, please direct them to:

Privacy Compliance Officer  
United Equitable insurance Company  
P.O. Box 1091  
Skokie, IL 60076

**NOTICE TO POLICY HOLDERS**

**We are here to serve you....**

As our policyholder, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

To report a claim, call the United Equitable Claim Department at (847)583-4600 or toll free at (800)736-2442.

**If you are not satisfied....**

**Questions regarding your claim, policy or coverage should be directed to:**

**United Equitable Insurance Company Contact Number: (847) 583-4600 or toll free at (800) 736-2442.**

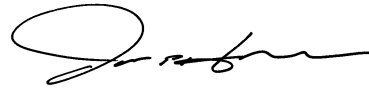
If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

In witness whereof, **we** have caused this policy to be executed and attested by our President and Secretary.



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John P. Heywood, PRESIDENT



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Melanie T. Palmer, SECRETARY

United Equitable insurance Company  
P.O. Box 1091  
Skokie, IL 60076  
Phone. (847) 583-4600  
Fax. (847) 583-4620  
[www.ueilink.com](http://www.ueilink.com)