

GEICO

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**Missouri
Family
Automobile
Insurance
Policy**

Government Employees Insurance Company

GEICO General Insurance Company

GEICO Indemnity Insurance Company

GEICO Casualty Insurance Company

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Whenever, "he," "his," "him," or "himself" appears in this policy, you may read "she," "her," "hers," or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with you, the policyholder. Relying on the information you have furnished and the declarations attached to this policy and if you pay your premium when due, we will do the following:

SECTION I - LIABILITY COVERAGES

Bodily Injury Liability and Property Damage Liability

Your Protection Against Claims From Others

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **Auto business** means the business of selling, repairing, servicing, storing, transporting, or parking of autos.
2. **Bodily injury** means bodily injury to a person, including resulting sickness, disease, or death.
3. **Farm auto** means a truck type vehicle with a load capacity of 2000 pounds or less, not used for commercial purposes other than farming.
4. **Insured** means a person or organization described under persons insured.
5. **Non-owned auto** means an automobile or **trailer** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
6. **Owned auto** means:
 - (a) A vehicle described in this policy for which a premium charge is shown for these coverages;
 - (b) A **trailer** owned by **you**;
 - (c) A **private passenger, farm** or **utility auto**, ownership of which **you** acquire during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more, if:
 - (i) It replaces an **owned auto** as defined in (a) above; or
 - (ii) We insure all **private passenger, farm** and **utility autos** owned or leased by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later;
 - (d) A **temporary substitute auto**.
7. **Private passenger auto** means a four-wheel private passenger, station wagon, or jeep-type auto.
8. **Relative** means a person related to **you** who resides in **your** household.
9. **Temporary substitute auto** means an automobile or **trailer**, not owned by **you**, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the owned auto or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss, or destruction.
10. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm, or utility auto**.
11. **Utility auto** means a vehicle, other than a **farm auto**, with a load capacity of 2000 pounds or less of the pick-up body, van, or panel truck type not used for commercial purposes.
12. **War** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion, or revolution.
13. **You** and **your** means the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE WILL PAY FOR YOU

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **Bodily injury**, sustained by a person, or;
2. Damage to or destruction of property arising out of the ownership, maintenance, or use of the **owned auto** or a **non-owned auto**. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered lawsuit.
3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before the judgment, where owed by law, and until we pay, offer or deposit in court the amount due under this coverage;

- (b) After the judgment, and until we pay, offer or deposit in court, the amount due under this coverage.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of liability.
 5. Premiums for bail bonds paid for an **insured** due to traffic law violations arising out of the use of an insured auto, not to exceed \$250 per bail bond.

We will upon request by an **insured**, provide reimbursement for the following items:

1. Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto** or **non-owned auto**.
2. Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
3. All reasonable costs incurred by an **insured** at our request.

EXCLUSIONS

When Section I Does Not Apply

1. **Bodily Injury** to any **insured** or any family member of an **insured** residing in the **insured's** household is not covered in excess of the minimum financial responsibility limit required by the state of Missouri.
2. Section I does not apply to any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
3. **Bodily injury** or property damage caused intentionally by or at the direction of an **insured** is not covered.
4. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.
5. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.
6. **Bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured** is not covered.

However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.

7. We do not cover **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if a suit is brought by a fellow employee against **you** alleging use, ownership, or maintenance of an auto by **you**.
8. We do not cover an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business**.
9. A **non-owned auto** while maintained or used by any person is not covered while such person is employed or otherwise engaged in:
 - (a) Any **auto business** if the accident arises out of that business;
 - (b) Any other business or occupation of any **insured** if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business.
10. We do not cover damage to:
 - (a) Property owned or transported by an **insured**; or
 - (b) Property rented to or in charge of an **insured** other than a residence or private garage.
11. We do not cover an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.
12. We do not cover:
 - (a) The United States of America or any of its Agencies;
 - (b) Any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.
13. We do not cover **bodily injury** or property damage that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
14. **Bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation, or contamination is not covered.
15. **Bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
16. We do not cover any liability assumed under any contract or agreement.
17. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any prearranged or organized racing, speed, or demolition contest or stunting activity of any nature.

18. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.

PERSONS INSURED

Who Is Covered

Section I applies to the following as **insureds** with regard to an **owned auto**:

1. **You** and **your relatives**;
2. Any other person using the auto with **your** permission. The actual use must be within the scope of that permission;
3. Any other person or organization for his or its liability because of acts or omissions of an **insured** under 1 or 2 above.

Section I applies to the following with regard to a **non-owned auto**:

1. (a) **You**;
- (b) **Your relatives** when using a **private passenger auto, farm auto, utility auto, or trailer**.

Such use by **you** or **your relatives** must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission.

2. A person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an **insured** under 1 above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of **insureds** involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law.

OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of **your** state, we agree to increase **your** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that **you** are protected by another insurance policy. No person can be paid more than once for any item of loss. The **insured** agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of **bodily injury** to one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** to two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If the **insured** has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance, or use of a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given to us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place, and details of the occurrence;
- (c) The names and addresses of the injured, and of any witnesses; and
- (d) The names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an **insured**, he must promptly send us each demand, notice, summons, or other process received.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the occurrence;
- (b) In making settlements;
- (c) In the conduct of suits; and
- (d) In enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage; and
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) Unless the **insured** has fully complied with all the policy's terms and conditions; and
- (b) Until the amount of the **insured's** obligation to pay has been finally determined; either
 - (i) By a final judgment against the **insured** after actual trial; or
 - (ii) By written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others.

The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights. This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION II AUTO MEDICAL PAYMENTS Protection For *You* and *Your* Passengers For Medical Expenses

DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in or upon or entering into or alighting from.

PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an **insured** within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

This Coverage applies to:

1. **You** and each **relative** who sustains **bodily injury** caused by an accident:
 - (a) While **occupying** the **owned auto**; or
 - (b) While **occupying** a **non-owned auto** if **you** or **your relative** reasonably believe **you** have the owner's permission to use the auto and the use is within the scope of that permission; or
 - (c) When struck as a pedestrian by an auto or **trailer**.
2. Any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by **you**, a resident of **your** household, or other persons with **your** permission.

EXCLUSIONS

When This Coverage Does Not Apply

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. There is no coverage for an **insured** while **occupying** a vehicle located for use as a residence or premises.
3. **You** and **your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:
 - (a) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
 - (b) A vehicle operated on rails or crawler-treads.
4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.
5. There is no coverage for **bodily injury** sustained due to **war**.
6. The United States of America or any of its Agencies are not covered as an **insured**, a third party beneficiary, or otherwise.
7. There is no coverage for **bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation, or contamination.
8. There is no coverage for **bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents.
9. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any prearranged or organized racing, speed, or demolition contest or stunting activity of any nature.

LIMITS OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or **trailers** to which this policy applies.

OTHER INSURANCE

If the **insured** has other medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while occupying a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place, and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **insured**.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the *insured's* rights of recovery against others. The *insured* will help us to enforce these rights. The *insured* will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION III PHYSICAL DAMAGE COVERAGES Your Protection for Loss or Damage To Your Car

DEFINITIONS

The definitions of the terms *auto business, farm auto, private passenger auto, relative, temporary substitute auto, utility auto, you*, and *war* under Section I apply to Section III. Under this Section, the following special definitions apply:

1. **Actual Cash Value** is the replacement cost of the auto or property less **depreciation** or **betterment**.
2. **Betterment** is improvement of the auto or property to a value greater than its pre-loss condition.
3. **Collision** means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.

Losses caused by the following are considered other than **collision**:

- (a) missiles; (b) falling objects; (c) fire; (d) lightning; (e) theft; (f) larceny; (g) explosion; (h) earthquake;
- (i) windstorm; (j) hail; (k) water; (l) flood; (m) malicious mischief; (n) vandalism; (o) riot; (p) civil commotion; or
- (q) colliding with a bird or animal.

4. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, out datedness, or other causes.
5. **Insured** means:
 - (a) Regarding the **owned auto**:
 - (i) **You** and **your relatives**;
 - (ii) A person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.
 - (b) Regarding a **non-owned auto**:
you and **your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.
6. **Loss** means direct and accidental loss of or damage to:
 - (a) The auto, including its equipment; or
 - (b) Other insured property.
7. **Non-owned auto** means a **private passenger auto, utility auto, farm auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto or **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
8. **Owned auto** means:
 - (a) Any vehicle described in this policy for which a specific premium charge indicates there is coverage;
 - (b) A **private passenger, farm** or **utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more; if
 - (i) It replaces an **owned auto** as described in (a) above; or
 - (ii) We insure all **private passenger, farm, utility autos**, and **trailers** owned or leased by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward.
 - (c) A **temporary substitute auto**.
9. **Trailer** means a trailer designed for use with a **private passenger auto** and not used as a home, office, store, display or passenger trailer.
10. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes other than those which are original manufacturer installed, which:
 - (a) Are permanently installed or attached; or
 - (b) Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.

LOSSES WE PAY

Comprehensive (excluding Collision)

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision** to the **owned** or **non-owned auto**. This includes glass breakage.
No deductible will apply to **loss** caused by fire, lightning, smoke, smudge, or damage sustained while the vehicle is being transported on any conveyance.
At the option of the **insured**, breakage of glass caused by **collision** may be paid under the collision coverage, if included in the policy.
2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for **loss** to personal effects due to:
 - (a) Fire;
 - (b) Lightning;
 - (c) Flood;
 - (d) Falling objects;
 - (e) Earthquake;
 - (f) Explosion; or
 - (g) Theft of the entire automobile.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

No deductible will apply due to **loss** by fire or lightning.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for **collision loss** to the **owned** or **non-owned auto** for the amount of each **loss** less the applicable deductible.
2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive Coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.
Reimbursement will not exceed \$25.00 per day nor \$750 per **loss**.
2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

EXCLUSIONS

When the Physical Damage Coverages Do Not Apply

1. An auto used to carry passengers or goods for hire is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. **Loss** due to **war** is not covered.
3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
4. There is no coverage for damages caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. Tires, when they alone are damaged by **collision**, are not covered.
6. **Loss** due to radioactivity is not covered.
7. **Loss** of or damage to any tape, wire, record disc, or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.
8. We do not cover **loss** to any radar or laser detector.

9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.
10. We do not cover **loss** to an **owned auto** or a **non-owned auto** that results from the action or inaction of any governmental or civil authorities because **you, a relative** or anyone else in possession or custody of that vehicle is engaged or is accused of engaging in illegal acts whether or not convicted by that governmental authority.
11. There is no coverage for **loss** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
12. There is no coverage for **loss** that results from bio-chemical attack or exposure to bio-chemical agents.
13. We do not cover **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
14. There is no coverage for any liability assumed under any contract or agreement.
15. There is no coverage for any **loss** resulting from:
 - (a) The acquisition of a stolen vehicle;
 - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle; or
 - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities.
 - (d) The sale of an **owned auto**.
16. There is no coverage for any **loss** resulting from the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you, a relative**, or a permissive user of the vehicle in illegal activity.
17. There is no coverage for any **loss** caused by participation in or preparing for any prearranged or organized racing or demolition contest or stunting activity of any nature.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. Is the **actual cash value** of the property at the time of the **loss**;
2. Will not exceed the cost to repair or replace the property, or any of its parts, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the **loss**;
3. To personal effects arising out of one occurrence is \$200;
4. To a **trailer** not owned by **you** is \$500;
5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.
6. For glass repair or replacement, is not to exceed the prevailing competitive price. Although **you** have the right to choose any glass repair facility or location, the limit of liability for **loss** to window glass is the cost to repair or replace such glass but will not exceed the prevailing competitive price. This is the price we can secure from a competent and conveniently located glass repair facility. At **your** request, we will identify a glass repair facility that will perform the repairs at the prevailing competitive price.

Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available.

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

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) A description of the auto or **trailer**;
- (c) The time, place and details of the **loss**; and
- (d) The names and addresses of any witnesses.

In case of theft, the **insured** must promptly notify the police.

2. TWO OR MORE AUTOS

If this policy covers two or more autos or **trailers**, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the **loss**;
- (b) In making settlements;
- (c) In the conduct of suits; and
- (d) In enforcing any right of subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

5. **INSURED'S** DUTIES IN EVENT OF **LOSS**

In the event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF **LOSS**

We may at our option:

- (a) Pay for the **loss**; or
- (b) Repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for loss either with the **insured** or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after **loss** to prejudice these rights. This means we will have the right to sue for or otherwise recover the **loss** from anyone else who may be held responsible.

**SECTION IV
UNINSURED MOTORISTS COVERAGE**

Protection For You and Your Passengers For Injuries Caused By Uninsured and Hit-and-Run Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

1. **Hit-and-run vehicle** means: a motor vehicle causing **bodily injury** to an **insured** with or without physical contact with him or with a vehicle he is **occupying** at the time of the accident and whose operator or owner cannot be identified; provided the **insured** or someone on his behalf:
- (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the auto occupied by the **insured** at the time of the accident;
 - (d) If there is no physical contact with the **hit-and-run motor vehicle**, the facts of the accident must be proven. We will accept competent evidence. We will not accept the testimony of any **insured** or that of any person making a claim under this coverage resulting from the accident.

2. **Insured** means:

- (a) The individual named in the declarations and his or her spouse if a resident of the same household;
- (b) **Relatives** of (a) above if residents of his household;
- (c) Any other person while **occupying** an **owned auto**;
- (d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limits of liability will not be increased.

3. **Insured auto** is an auto:

- (a) Described in the declarations and covered by the Bodily Injury Liability Coverage of this policy.
- (b) Of the **private passenger, farm, or utility auto** type, ownership of which you acquire during the policy period, if:
 - (i) It replaces an **owned auto**; or
 - (ii) We insure all private **passenger, farm and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.
- (c) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss, or destruction.
- (d) Operated by **you** or **your** spouse if a resident of the same household.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire, except in a car pool;
- (ii) An auto being used without the owner's permission; or
- (iii) Under subparagraphs (b), (c) and (d) above, an auto owned by or furnished for the regular use of an **insured**.

4. **Occupying** means in, upon, entering into or alighting from.

5. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.

6. **Uninsured motor vehicle** is a vehicle, including a **trailer** of any type, which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the Financial Responsibility Law of the **state** in which the **insured auto** is principally garaged at the time of an accident, or a **hit-and-run vehicle**. This term also includes a vehicle for which there is a bodily injury liability insurance policy applicable at the time of the accident but the Company writing the policy is or becomes insolvent or denies coverage.

The term **uninsured motor vehicle** does not include:

- (a) An **insured auto**;
- (b) A vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law, or any similar law;
- (c) A vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; and
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

LOSSES WE PAY

Under the Uninsured Motorists Coverage we will pay damages for **bodily injury** caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **hit-and-run vehicle** arising out of the ownership, maintenance or use of that auto.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS

When This Coverage Does Not Apply

1. This coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent and this settlement by the **insured** prejudices our rights to recover from the responsible party.
2. **Bodily injury** to an **insured** while **occupying** or through being struck by an **uninsured motor vehicle** owned by an **insured** or a **relative** is not covered.
3. The Uninsured Motorists Coverage will not benefit any self insurer or disability benefits insurer.
4. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
5. We do not cover any person while **occupying** a vehicle described in the declarations on which Uninsured Motorists Coverage is not carried.
6. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.
7. **Bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
8. **Bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
9. This coverage does not apply to any liability assumed under any contract or agreement.
10. This coverage does not apply to damage caused by an insured's participation in or preparation for any prearranged or organized racing, speed or demolition contest or stunting activity of any kind.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** to one person as the result of one accident.
2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** to two or more persons as the result of one accident.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury;
- (b) Paid or payable under the Bodily Injury Coverage; or

There will be no reduction in the amount payable under this coverage for amounts paid or payable for medical payments coverage, workers' compensation or any disability benefits or similar law.

OTHER INSURANCE

When an **insured** occupies an auto not described in this policy, this insurance is excess over any other similar insurance available to the **insured** and the insurance which applies to the occupied auto is primary.

Except as provided above, if the **insured** has other similar insurance available to him and applicable to the accident, the damages will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the **insured** has other insurance against a loss covered by the Uninsured Motorist provisions of this policy, we will not be liable for more than our pro rata share of the total coverage available.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any **insured** and us regarding:

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **uninsured motor vehicle** (i.e., issues of liability); or
 - (b) The amount of damages sustained by the **insured**
- may be arbitrated. However, neither the **insured** nor we will be required to arbitrate unless arbitration is expressly

required by state law. Binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this coverage in a particular policy, or the application of this coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury**.
2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, the **insured**, in his own name, will take through a designated representative appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.
4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

The following conditions apply only to the Uninsured Motorists Coverage:

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

If the **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE **INSURED**

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM - MEDICAL REPORTS

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

The **insured** and other persons making claim must submit to examination under oath by any person named by us when and as often as we may reasonably require. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the **insured** or his authorized representative;
- (b) If the **insured** is a minor, to his parent or guardian; or
- (c) If the **insured** is deceased, to his surviving spouse; otherwise
- (d) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

SECTION V
GENERAL CONDITIONS
These Conditions Apply To All Coverages In This Policy

1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

2. PREMIUM

When **you** dispose of, acquire ownership of, or replace a **private passenger, farm, or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

The premium for each auto is based on the information we have in **your** file.

You agree:

- (a) That we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) That **you** will cooperate with us in determining if this information is correct and complete.
- (c) That **you** will notify us of any changes in this information.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your state**.

4. BROADENED COVERAGE

If, after issuance of this policy, the coverage provided is extended or broadened at no charge, the new coverage will be provided to **you** as of the effective date of the change. This condition also applies to any subsequent renewal.

5. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover your surviving spouse if covered under the policy prior to your death. Until the expiration of the policy term, we will also cover:

- (a) The executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties;
- (b) Any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

6. POLICY PERIOD

Unless otherwise canceled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at **your** address stated in the declarations.

7. CANCELLATION BY THE *INSURED*

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective. If this policy is canceled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

8. CANCELLATION BY US

We may cancel this policy by mailing to **you**, at the last known address, written notice stating when the cancellation will be effective.

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for nonpayment of premium or any of its installments when due;
- (b) 10 days in advance if the policy has been in effect less than 60 days and it is not a renewal;
- (c) 30 days in advance in all other cases.

A Post Office Receipt of Mailing shall be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

Payment or tender of unearned premium is not a condition of cancellation.

9. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 60 days, if the policy is a renewal policy, effective immediately, we will not cancel except for any of the following reasons:

- (a) **You** do not pay the initial premium on other than a renewal policy or any additional premiums for this policy or fail to pay any premium installment when due to us or our agent.
- (b) **You** are the only named insured on the policy and **your** driver's license has been under suspension or revocation during the policy period. If more than one person is named as **insured** and only one **insured's** driver's license is under suspension or revocation during the policy period, we will issue an exclusion providing by name, that coverage will not be provided under the terms of the policy such person is operating an insured vehicle during any period of suspension or revocation.
- (c) **You** change **your** principal residence to a state where we do not issue new or renewal automobile insurance policies.

10. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to you , at the last known address, at least 30 days prior to the expiration date. A Post Office Receipt of Mailing shall be sufficient proof of notice.

The policy will expire without notice if any of the following conditions exist:

- (a) **You** do not pay the premium as required to renew this policy.
- (b) **You** have informed us or our agent that **you** wish the policy to be cancelled or not renewed.
- (c) **You** do not accept our offer to renew or **you** refuse to provide us with renewal classification and rating information as we may require.

11. OTHER INSURANCE

If other insurance is obtained on **your** insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

12. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

13. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) The statements in **your** application and in the declarations are **your** agreements and representations;
- (b) This policy is issued in reliance upon the truth of these representations; and
- (c) This policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

14. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- 1. At the time application is made; or
- 2. At any time during the policy period; or
- 3. In connection with the presentation or settlement of a claim .

15. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

16. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if you sell or relinquish ownership of an **owned auto**, any coverage provided by this policy for that vehicle will terminate on the date and at the time **you** do so.

17. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of the state of Missouri are amended to conform to those statutes.

18. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Missouri.

SERVICE CHARGES

All references to "service charge" on policy documents, billing statements, installment bills, memoranda, etc., are interpreted to mean "installment premium charge."

SECTION VI
AMENDMENTS AND ENDORSEMENTS
Special Endorsement - United States
Government Employees

- A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian, or military using:
 - 1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
 - 2. Rented motor vehicles used for United States Government business, when such use is with the permission of the United States Government. Subject to the limits described in paragraph B below, we will pay sums **you** are legally obligated to pay for damage to these vehicles.
 - B. The following limits apply to this coverage:
 - 1. A \$100 deductible applies to each occurrence.
 - 2. For vehicles described in A.1. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) Two months basic pay of the **insured**; or
 - (d) The limit of Property Damage liability coverage stated in the declarations.
 - 3. For vehicles described in A.2 above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) The limit of Property Damage liability coverage stated in the declarations.
- This insurance is excess over other valid and collectible insurance.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY
ASSOCIATION COVERAGE LIMITATION

As we are a member of the Missouri Property and Casualty Insurance Guaranty Association, the Association will pay claims covered under the Missouri Property and Casualty Insurance Guaranty Association Act, if we become insolvent. We must notify **you** that the following limitations apply, subject to all other provisions of the Act:

- 1. Claims covered by the Association do not include a claim by or against an **insured** of an insolvent insurer if that **insured** has a net worth of \$25 million or more on the date we become insolvent.
 - 2. Payments made by the Association for covered claims will include only that amount which is in excess of \$100 and less than \$300,000.
- However, the Association will not:
- (a) Be obligated to an **insured** or claimant in excess of the limits of liability of the policy from which the claim arises; or
 - (b) Return to the **insured** any unearned premium in excess of \$10,000.

These limitations do not affect the coverage we will provide under this policy.

W. C. E. Robinson
Secretary

O. M. Nicely
President

