



UNITED SECURITY  
HEALTH AND CASUALTY INSURANCE COMPANY  
SIMUL. NOS VIAM INVENIENT

## Jupiter Auto Program

# INDIANA Personal Auto Policy

**NOTICE:** This policy has been issued in reliance on the statements in the application which is attached hereto and is part of hereof. **Read it Carefully** and notify the Company immediately (through your producer) of any misinformation or changes that may occur.

**United Security Health & Casualty Insurance  
Company Bedford Park, IL  
(A stock **Company**, herein called the **Company**)**

agrees with the **named insured** as designated in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements and representations in the Application and subject to the Declaration and all of the terms of the policy:

Throughout this policy the words **you** and **your** refer to the person or persons appearing in the Declarations as the "Named Insured" and that person's spouse if a resident of the same household. **We, us** and **our** refer to United Security Health & Casualty Insurance Company, which is providing the insurance.

**PART I – LIABILITY**

**A-Bodily Injury Liability Coverage, B-Property Damage Liability Coverage.** To pay on behalf of the **insured**, but only to the extent of the applicable limits, all sums which the **insured** shall become legally obligated to pay as damages because of:

- A **Bodily Injury**, or
- B **Property Damage**,

Arising out of the ownership, maintenance or **use** of an **owned automobile** or a **non-owned automobile**, and the **company** shall defend any suit alleging such **bodily injury** of **property damage** and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent, but the **company** may make such investigation and settlement of any claim or suit as it deems expedient.

It is understood and agreed that the **company** (1) has no obligation to any **insured** after applicable limits of the policy have been exhausted by payment, and (2) is not obligated to pay, and shall not pay, attorney fees for any legal or investigative work unless such attorneys are specifically selected by the **company**; and (3) is not obligated to pay, and shall not pay, any sum which the **insured** may be legally obligated to pay as a result of a lawsuit unless the **company** received actual notice of said suit before any judgment had been entered in said suit.

**Supplementary Payments:** To pay, in addition to the applicable limits of liability:

- a) all expenses incurred by the **company**, all costs taxed against the **insured** in any suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the **company** has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the **company's** liability thereon;
- b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the **use** of an **automobile insured** hereunder, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;
- c) expenses incurred by the **insured** for such immediate medical and surgical relief to others as shall be imperative at the time of an accident involving an **automobile insured** hereunder and not due to **war**; and
- d) all reasonable expenses, other than loss of earnings, incurred by the **insured** at the **Company's** request.

**Persons Insured:** The following are **insureds** under Part I:

- a) with respect to the **owned automobile**,
  - 1) the **named insured**,
  - 2) any other person using such **automobile** to whom the **named insured** has given permission, provided the **use** is within the scope of such permission;
- b) with respect to a **non-owned automobile**;  
the **named insured**, or a **relative** provided he or she has received permission of its owner, and the **use** is within the scope of such permission.
- c) any other person or organization legally responsible for the **use** of:
  - 1) an **owned automobile**, or
  - 2) a **non-owned automobile**, if such **automobile** is not owned or hired by such person or organization, provided the actual **use** thereof is by a person who is an **insured** under (a) or (b) above with respect to such **owned automobile** or **non-owned automobile**.

**Definitions Under Part I:**

**"covered automobile"** means an **owned automobile** for which premium charges shown in the Declarations indicate the specific coverage afforded, or an **automobile** which is subsequently added or replaced herein by endorsement.

**"named insured"** means the individual(s) listed as named insured(s) on the Declarations and also includes his/her spouse, if a **resident** of the same household.

**"bodily injury"** means **bodily injury** to a person and sickness, disease or death which results from it.

**"property damage"** means damage to or destruction of property including loss of **use** thereof.

**"insured"** means a person or organization described above under **"Persons insured"**.

**"relative"** means a person related to the **named insured** or his/her spouse by blood, marriage or adoption and who is a **resident** of the same household as the **named insured** or spouse and is either a non-driver or is listed on the Application for this insurance as a driver, provided neither such **relative** nor his/her spouse owns an **automobile**.

**"resident"** means a person whose legal address is the same as the **named insured** and who lives full time with the **named insured**.

**"automobile"** means a four wheel private passenger, station wagon, sports utility, or jeep type vehicle; or, a truck, pick-up truck, window van, or panel van with a load capacity of one ton or less not used for business or commercial purposes, and designed and licensed for **use** on public roads.

**"owned automobile"** means:

- a) an **automobile**, including a trailer, owned by the **named insured** at the inception of and described in this policy, or
- b) an **automobile**, including a trailer, ownership of which is acquired by the **named insured** during the policy period provided:
  - 1) the newly acquired **automobile** replaces an **automobile** described in this policy, neither the **named insured** nor any **resident** of his/her household retains ownership of the described replaced **automobile**, and the **named insured** notifies the **company** in writing, within 30 days after such acquisition of his/her decision to make this policy applicable to such acquired replacement **automobile**,
  - 2) the **company** insures all **automobiles** owned by the **named insured** on the date of such acquisition, and the **named insured** notifies the **company** in writing, within 30 days after such acquisition of his/her decision to make this policy and no other policy applicable to such **automobile**, or
- c) a **temporary substitute automobile**.

“**temporary substitute automobile**” means any **motor vehicle** not owned or leased by **you** or any resident of **your** household, and/or not available for the regular use of **you** or any resident of **your** household while temporarily used as a substitute for an **owned auto** when such **owned auto** is temporarily withdrawn from normal **use** because of its breakdown, repair, servicing, theft or destruction.

“**occupying**” means in or upon or entering into or alighting from an **automobile**.

“**non-owned automobile**” means an **automobile** not owned by or furnished for the regular **use** of the **named insured** or any **relative** other than a **temporary substitute automobile**, while said **automobile** is in the possession or custody of an **insured** or is being operated by him/her.

“**trailer**” means a **trailer** designed for **use** with an **automobile** not being used for business or commercial purposes and not used as a home, office, store, display or passenger **trailer**.

“**automobile business**” means the business or occupation of selling, repairing, servicing, storing, washing, or parking **automobiles**.

“**use**” of an **automobile** includes the loading and unloading thereof.

“**war**” means **war**, whether or not declared, civil **war**, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

“**state**” includes the District of Columbia, or any territory or possession of the United States, and any province of Canada.

“**delivery related business**” means the ownership, maintenance, or operation of any auto while it is being used to carry products, documents, newspapers, or food for compensation or a fee, including but not limited to:

- (a) The pickup or delivery or return from a pick-up of delivery of products, documents, newspapers, or food;
- (b) The pickup or delivery or return from a pick-up of delivery of products, documents, newspapers, or food, whether or not passengers are present in the **auto**, in conjunction with any service or company;
- (c) The pickup or delivery or return from a pick-up of delivery of products, documents, newspapers, or food, whether or not passengers are present in the **auto**, in conjunction with any logistics company, delivery services applications, transportation network application or companies. Examples of logistics companies, delivery services applications, transportation network application or companies include but are not limited to UberEATS, GrubHub, and Amazon Flex.

This definition does not include shared-expense car pools.

**Exclusions: This policy does not apply under Part I:**

- a) to **bodily injury** to, or damage to property owned by, the **named insured** or any **relative** of the **named insured** where the person against whom suit is brought is also a **resident** of that same household. This exclusion shall not apply when a third party acquires the right of contribution against a member of the injured person’s family;
- b) to **bodily injury** or **property damage** incidental to or emanating from the ownership, maintenance or use of a **covered automobile**:
  - (1) 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, or
  - (2) for **delivery related business**; or
  - (3) for snow removal; or
  - (4) in any other business or occupation of an **insured** person or **insured** operator wherein the **owned automobile** is utilized in the performance or duties of said business or occupation;

However, this exclusion does not apply to a share-the-expense car pool;
- c) to any injury or damage expected or intended on the part of an **insured**;
- d) to **bodily injury** or **property damage** arising out of the operation of farm machinery;
- e) to **bodily injury** or sickness, disease or death of any fellow employee of the **insured** injured in the course of his/her employment if such injury arises out of the **use** of an **automobile** in the business of his/her employer, but this exclusion does not apply to the **named insured** with respect to injury sustained by any fellow employee;
- f) to **bodily injury** to any employee of the **insured** arising out of and in the course of his/her employment by the **insured**, but this exclusion does not apply to such injury arising out of and in the course of domestic employment by the **insured** unless benefits are in whole or in part either payable or required to be provided under any worker’s compensation law;
- g) to an **owned automobile** while used in the **automobile business**;
- h) to a **non-owned automobile** while used:
  - (1) in the **automobile business** by the **insured**, or
  - (2) in any other business or occupation of the **insured** except an **automobile** operated or occupied by the **named insured** or by his private chauffeur or domestic servant, or a **trailer** used therewith or with any **owned automobile**;
- i) to injury or destruction of:
  - (1) property owned or transported by the **insured**, or
  - (2) property rented to or in charge of the **insured** other than a residence or private garage, or
  - (3) property as to which the **insured** is for any purpose exercising physical control;
- j) to any **automobile**, or any other type of motor vehicle, rented or leased by the **insured** where other valid and collectible insurance has been purchased by or furnished to the **insured** in connection with such rental or lease;

- k) to **bodily injury** or **property damage** with respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters of Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability.
- l) to any **automobile** designed for racing while being tested, repaired or serviced, or to any **automobile** or any other type of motor vehicle while used, operated, manipulated or maintained in any impromptu, prearranged or organized race or speed test, including "hot rod" or stock car" racing;
- m) to **bodily injury** or **property damage** due to **war**, whether or not declared, civil **war**, riot, insurrection, rebellion, or revolution, or to any act or condition incidental to any of the foregoing;
- n) for bodily injury or property damage arising out of the ownership or operation of any automobile while it is being used to commit a felony or other criminal activity. The exclusion applies regardless of whether the insured person is actually charged with or convicted of a crime;
- o) to the payment of punitive or exemplary damages;
- p) to **bodily injury** or **property damage** resulting from pushing or pulling of a vehicle (other than a **trailer**) by an insured **automobile**, or the pushing or pulling of an insured **automobile** by another vehicle (other than a tow truck);
- q) while a **covered automobile** is in the control of an excluded operator;
- r) to other than compensatory damages for death, **bodily injury**, and **property damage** to make an injured party whole within the limitations of this policy, any additional damages, costs, expenses, pecuniary losses, attorney's fees, penalties, fines, treble damages, or punitive damages which may be recoverable or awarded at law or in equity as a result of an **insured's** criminal conviction;
- s) to other than compensatory damages for death, **bodily injury**, and **property damage** to make an injured party whole within the limitations of this policy, any additional damages, costs, expenses, attorney's fees, fines, penalties, treble damages, punitive damages, or smart money which may be recoverable or awarded at law or in equity as a consequence of reckless driving, operating a motor vehicle with a blood or breath alcohol content deemed to be legally intoxicating, or under the influence of an illegal substance, causing or contributing to operating a motor vehicle while intoxicated, or similarly influenced, or reckless endangerment.
- t) to **bodily injury** or **property damage** arising out of the use by any person of a vehicle without the reasonable belief that the person is entitled to do so.
- u) 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.
- v) to **bodily injury** or **property damage** which was
  - (1) intended, or
  - (2) reasonably expected;
 by the insured person;
- w) to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of the State of Indiana, **we** do not provide liability coverage for any insured when operating an **automobile** while the **insured** is under the influence of:
  - (1) Alcohol as determined pursuant to Title 9 of the Indiana Code; or
  - (2) A controlled substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812.
 This exclusion does not apply to the legitimate use of prescription drugs specifically prescribed for and used by a person following the orders of a licensed physician.
- x) to bodily injury or property damage arising out of the ownership or operation of any **automobile** while it is being used to flee a law enforcement agency or crime scene.
- y) to **bodily injury** or **property damage** arising out of the use by any person, including an insured person, who is not a properly licensed driver, or is in violation of any condition of their driving privileges.
- z) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **covered automobile** while it is rented or leased to another.

**Permissive User Limit of Liability:** If this policy provided injury liability in excess of \$25,000 per person and \$50,000 per accident and/or property damage liability limits in excess of \$25,000 per accident, then the amount of coverage in excess of those limits shall not apply to the operation or use of any motor vehicle by a person other than the **named insured**, an additional driver listed in the Declarations of this policy or a **relative**.

**Non-Owner's Policy:** If this policy is written as a Non-Owner Policy as shown on the Declarations, it is agreed that such insurance as is afforded for **Bodily injury** and **Property damage** only applies with respect to the **use** of any "**non-owned automobile**" and not any "**owned automobile**" by the **named insured** and his/her spouse if a **resident** of the same household subject to the following provisions:

1. The definitions of "**non-owned automobile**" means an **automobile** not owned by or furnished for the regular **use** of the **named insured** or his or her spouse or any other member of the household; "**insured**" means the **named insured** and his or her spouse.
2. This policy does not apply to any **automobile** owned by or furnished for the regular **use** of the **named insured** or his/her spouse or any **relative**.
3. This insurance shall be excess over any other valid and collectible insurance.

**Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by the policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The **insured** agrees to reimburse the **Company** for any payment made by the **Company** which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

**Limits of Liability:** The limit of **bodily injury** liability stated in the Declarations as applicable to "each person" is the limit of the **Company's** liability for all damages, including damages for care and loss of services and loss of consortium, arising out of **bodily injury** sustained by one person as the result of any one accident; the limit of such liability stated in the Declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the **Company's** liability for all such damages arising out of **bodily injury** sustained by two or more persons as the result of any one accident. The limit of **property damage** liability stated in the Declarations as applicable to "each accident" is the total limit

of the **Company's** liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of **use** thereof, as the result of any one accident. However, the total limits of the **Company's** liabilities for all damages, under Part I-Liability, for any **Person insured**, other than the **named insured** or a **relative**, shall be the limits of liability required by Section 9-25-4-5 of the Indiana Vehicle Code. The insurance afforded under Part I applies separately to each **insured** against whom claim is made or suit is brought, but neither the inclusion herein of more than one **insured**, nor the application of the policy to more than one **automobile** shall operate to increase the limits of liability stated in the declarations for the Liability coverage's for any one **automobile**.

**Other Insurance:** If there is other applicable liability insurance:

- A. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide on behalf of an **insured** using "your covered auto" shall first be exhausted.
- B. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for your **covered automobile** shall be excess over any other collectible insurance.

Instances we will not provide primary insurance for a vehicle you do not own include:

- I. If the vehicle is insured under a policy affording coverage to a named insured engaged in the business of:
  - a. Selling;
  - b. Leasing
  - c. Repairing;
  - d. Servicing;
  - e. Delivering;
  - f. Testing;
  - g. Road testing;
  - h. Parking; or
  - i. Storing;motor vehicles. This applies only if you or any **relative**:
  - a. Are operating the vehicle; and
  - b. Are neither the person engaged in such business nor that person's employee or agent.
2. If the vehicle is leased by you under a written lease agreement and you have agreed to provide coverage for your operation of the vehicle.
- C. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the business of:
  1. Storing;
  2. Parking;
  3. Servicing; or
  4. Repairing;motor vehicles, if the accident occurs while the vehicle is under that person's control or the control of that person's employee or agent.

## **PART II – UNINSURED MOTORIST COVERAGE**

**C Uninsured Motorist Coverage:** To pay all sums which the **insured** or his/her legal representative shall be legally entitled to recover as damages from the owner or operator of an **uninsured automobile** because of **property damage** to a **covered automobile** or **bodily injury**, including death resulting therefrom, hereinafter called "**bodily injury**", sustained by the **insured**, caused by accident and arising out of the ownership, maintenance or **use** of such **uninsured automobile**, provided, for the purposes of this coverage, determination of whether the **insured** or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** or such representative and the **Company** or, if they fail to agree, by arbitration as herein provided.

Recovery under this Part for "**property damage**" is subject to the payment of a specific separate premium for **uninsured motorist property damage**.

No judgment against any person or organization alleged to be legally responsible for the **bodily injury** or **property damage** shall be conclusive, as between the **insured** and the **Company**, of the issues of liability of such person or organization or of the amount of damages to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the **Company**.

Definitions. The Definitions under Part I, except the definition of "**persons insured**" apply to Part II and under Part II: "**persons**

**insured**" – means:

- a) the **named insured** and any **relative** of the **named insured**;
- b) any other person while lawfully **occupying** an **insured automobile**; and
- c) any person, with respect to damages he/she is entitled to recover because of **bodily injury** to which this Part applies when sustained by an **insured** under (a) or (b) above.

The insurance afforded under Part II applies to each **insured**, but the inclusion herein of more than one **insured** shall not operate to increase the limits of the **Company's** liability.

"**insured automobile**" – means:

- a) an **owned automobile**,
- b) a **temporary substitute automobile** for an **owned automobile**,

- c) a **non-owned automobile** while being operated by the **named insured**, but such shall not include any;
  - 1) **automobile** or **trailer** owned by a **resident** of the same household as the **named insured**;
  - 2) **automobile** while used as a public or livery conveyance; or
  - 3) **automobile** while being used without the permission of the owner.

“**uninsured automobile**” includes a **trailer** of any type and means:

- a) an **automobile** or **trailer** with respect to the ownership, maintenance or **use** for which, there is no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the **use** of such **automobile**, or said bond or insurance policy has limits less than required by Section 9-24-4-5 of the Indiana Vehicle Code;
- b) a hit-and-run **automobile**;
- c) an **automobile** or **trailer** with respect to which there is a **bodily injury** or **property damage** liability insurance policy or bond applicable at the time of the accident but the **company** writing the same is and is declared insolvent subsequent to the date of the accident.

However, the term “**uninsured automobile**” shall not include:

- a) an **insured automobile** or an **automobile** furnished for the regular **use** of the **named insured** or a **relative** of the **named insured** who causes **bodily injury** or **property damage** in excess of the limit required under the Indiana Financial Responsibility Law;
- b) an **automobile** or **trailer** owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar or other law;
- c) an **automobile** or **trailer** owned by the United States of America, Canada, a **state**, any political subdivision of any such government or any agency of any of the foregoing;
- d) a land motor vehicle or **trailer** if operated on rails or crawler-treads or while located for **use** as a residence or premises and not as a vehicle;
- e) a farm type tractor or equipment designed for **use** principally off public roads, except while actually upon public roads;
- f) an **insured automobile** or an **automobile** furnished for the regular **use** of the **named insured** or a **relative** of the **named insured** under Part I of this policy where coverage is excluded for damages sustained in the accident.

“Noneconomic loss” as used in this Part means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium and any other noneconomic damages.

“**hit-and-run automobile**” means an **automobile** which causes **bodily injury** to an **insured** or **property damage** to an **owned automobile** arising out of direct physical contact with the **insured** or with an **automobile** which the **insured** is **occupying** at the time of the accident, provided, with respect to **bodily injury** only (a) there cannot be ascertained the identity of either the operator or the owner of such “**hit-and-run automobile**”; and (b) the **insured** or someone on his/her behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and (c) the **insured** or someone on his/her behalf shall have filed with the **Company** within 30 days thereafter a statement under oath that the **insured** or his/her legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (d) at the **Company’s** request, the **insured** or his/her legal representative makes available for inspection the **automobile** which the **insured** was **occupying** at the time of the accident.

Non-Owner’s Policy – If this policy is written as a Non-Owner Policy as shown on the Declarations, it is agreed that such insurance as is afforded for **Bodily injury** and **Property damage** only applies with respect to the **use** of any “**non-owned automobile**” and not any “**owned automobile**” by the **named insured** and his/her spouse if a **resident** of the same household subject to the following provisions:

- a) The definitions of “**non-owned automobile**” and “**insured**” are changed under this Part II to read: “**non-owned automobile**” means an **automobile** not owned by or furnished for the regular **use** of the **named insured** or his or her spouse or any other member of the household; “**insured**” means the **named insured** and his or her spouse.
- b) This policy does not apply to any **automobile** owned by or furnished for the regular **use** of the **named insured** or his/her spouse or any **relative**.
- c) This insurance shall be excess over any other valid and collectible insurance.

**Exclusions: This policy does not apply under Part II to:**

- a) **bodily injury** to an **insured** or damage to property owned by an **insured** with respect to which such **insured**, his/her legal representative or any person entitled to payment under this coverage shall, without written consent of the **Company**, make any settlement with any person or organization who may be legally liable therefore;
- b) insure directly or indirectly to the benefit of 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;
- c) any claim for punitive or exemplary damages against the driver of an **uninsured automobile**;
- d) any claim against the **Company** unless the **Company** has received actual written notice of said claim within 2 years of the date of the accident;
- e) **bodily injury** to an **insured** while **occupying** an **automobile** (other than an **insured automobile**), motorcycle or any other motor vehicle, owned by the **named insured** or a **relative**, or through being struck by such **automobile**, motorcycle, or other motor vehicle;
- f) **to bodily injury** incidental to or emanating from the ownership, maintenance or **use** of a **covered automobile**:
  - (1) 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. Example of transportation network applications or companies, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car, or
  - (2) for **delivery related business**; or
  - (3) for snow removal; or
  - (4) in any other business or occupation of an **insured** person or **insured** operator wherein the **owned automobile** is utilized in the performance or duties of said business or occupation;

- However, this exclusion does not apply to a share-the-expense car pool;
- g) any damages incurred while an **insured automobile** is in the control of an excluded operator;
  - h) **bodily injury**, death, or **property damages** which are expected or intended, from the point of view of the **insured**, or which are caused intentionally, by or at the direction of an **insured**;
  - i) other than compensatory damages for death, **bodily injury**, and **property damage** to make an injured party whole within the limitations of this policy, any additional damages, costs, expenses, pecuniary losses, attorney's fees, penalties, treble damages, or punitive damages which may be recoverable or awarded at law or in equity as a result of an **insured's** criminal conviction; and
  - j) other than compensatory damages for death, **bodily injury**, and **property damage** to make an injured party whole within the limitations of this policy, any additional damages, costs, expenses, attorney's fees, fines, penalties, treble damages, punitive damages or smart money which may be recoverable or awarded at law or in equity as a consequence of reckless driving, operating a motor vehicle with a blood or breath alcohol content deemed to be legally intoxicating, causing or contributing to operating a motor vehicle while intoxicated; or reckless endangerment.
  - k) To **bodily injury** or **property damage** sustained by a person while occupying or when struck by a trailer of any type used with a motor vehicle owned by the **named insured** or any **relative** or any other person specifically listed as an additional driver in the Declarations which is not insured for this coverage under this policy.
  - l) For **bodily injury** or **property damage** arising out of the ownership or operation of any **automobile** while it is being used to commit felony or other criminal activity. The exclusion applies regardless of whether the **insured** person is actually charged with, or convicted of, a crime.
  - m) For **bodily injury** or **property damage** arising out of the ownership or operation of any **automobile** while it is being used to flee a law enforcement agency or crime scene.
  - n) For **bodily injury** or **property damage** arising out of the ownership or operation of any **automobile** while it is being used in any racing, speed, or demolition event or contest or stunting activity or in preparation for such an event, contest or activity. This exclusion applies regardless of whether the event, contest, or activity is pre-arranged or not.
  - o) to **bodily injury** or **property damage** arising out of the use by any person, including an insured person, who is not a properly licensed driver, or is in violation of any condition of their driving privileges.
  - p) We do not provide Uninsured Motorist Coverage for "noneconomic loss" sustained by any **insured** if such **insured** is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1. This exclusion (p) does not apply to an **insured** under 18 years of age;
  - q) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **covered automobile** while it is rented or leased to another.

#### **Limits of Liability.**

- a) The Limit of Liability stated in the Declarations as applicable to "each person" is the limit of the **Company's** maximum liability for all damages, including claims for loss of consortium or services, because of **bodily injury** sustained by one person as a result of any one accident. The Limit of Liability stated in the Declarations as applicable to "each accident" is the total limit of the **Company's** maximum liability for all damages, including claims for loss of consortium or services, because of **bodily injury** sustained by two or more persons as a result of any one accident.
- b) Any amount payable under the terms of Part II because of **bodily injury** sustained in an accident by a person who is **insured** under Part II shall be reduced by:
  - 1) all sums paid on account of such **bodily injury** by or on behalf of (i) the owner or operator of the **uninsured automobile** and (ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury** including all sums paid under coverage A **bodily injury** of Part I, and
  - 2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any worker's compensation law, disability benefits law or any similar law.
- c) Any payment made under Part II to or for any **insured** shall be applied in reduction of the amount for damages which the **insured** may be entitled to recover from any person under coverage A **bodily injury** of Part I.
- d) The **Company** shall not be obligated to pay under this coverage that part of the damages which the **insured** may be entitled to recover from the owner or operator of an **uninsured automobile** which represents medical payments paid or payable under Part IV.
- e) If more than one policy issued by this **Company** applies to Part II, the total limit of this **Company's** liability under all such policies shall not exceed the amount applicable under any one policy for any one **automobile**.
- f) It is agreed between the **insured** and the **Company** that in no event shall the total limit of the **Company's** liability exceed the limits set forth in the Declaration regardless of the number of vehicles **insured** under the policy or the separated itemization of premiums therefore; and that coverage under this section may not be "stacked" with any other similar or identical coverage that may be issued under this policy, or any other policy, including **Underinsured Motorist Coverage**, Part III.
- g) Any amount payable under Part II shall be reduced by all sums paid to the **insured** for **property damage** on behalf of the owner or operator of the **uninsured automobile** and any other person or organization jointly or severally liable together with such owner or operator. **Property damage** losses recoverable thereunder shall be limited to the actual cash value of any damages caused by the direct physical contact of an **uninsured automobile** with the **insured automobile** subject to the deductible, if any. However, the deductible shall be waived if the **insured automobile** was parked and unoccupied at the time of loss.
- h) There shall be no coverage for loss of **use** of the **insured automobile** and no coverage for loss or damage to personal property located in the **insured automobile**.
- i) There shall be no liability imposed under the **Uninsured Motorist Property damage** Coverage if the owner or the operator of the at fault **automobile** or the **hit-and-run automobile** cannot be identified.
- j) In no event shall the limit of liability for two or more vehicles or two or more policies be added together, combined or stacked to determine the limit of insurance coverage available as uninsured motorist coverage benefits.

**Other Insurance:** If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

The following priorities of recovery apply:

<b>First</b>	The Uninsured Motorists Coverage applicable to the vehicle the <b>insured</b> was <b>occupying</b> , under the policy at the time of the accident.
<b>Second</b>	Any other policy affording Uninsured Motorists Coverage to the <b>insured</b> .

1. When there is applicable insurance available under the First priority:
  - a. The limit of liability applicable to the vehicle the **insured** was **occupying**, under the policy in the First priority, shall first be exhausted; and
  - b. The maximum recovery under all policies in the Second priority shall not exceed the highest limit for any one vehicle under any one policy providing coverage to the **insured**.
2. When there is no applicable insurance under the First priority, the maximum recovery under all policies in the Second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
3. 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 limits applicable to the same level of priority.

**Arbitration (Provision applies to Parts II & III of this policy):** If any person making claim hereunder and the **Company** do not agree that both the **automobile(s)** and the driver(s) of the **automobile(s)** with which any person making claim has had an accident, or do not agree that such person is legally entitled to recover damages from the owner or operator of an **uninsured automobile** or **underinsured automobile** because of **bodily injury** to an **insured** or damage to an **insured automobile** or do not agree as to the amount payable hereunder, then these matters shall be submitted to arbitration. Upon the **insured** demanding arbitration and selecting an arbitrator as required under the terms hereof in writing, the **Company** may select an arbitrator and the two arbitrators so named shall select a third arbitrator. If such arbitrators are not selected within 45 days from the receipt of such written request, either party may request such arbitration be submitted to the American Arbitration Association. In the event the two selected arbitrators cannot agree upon a third arbitrator either party may petition any judge in any court of record in the County and **State** in which the arbitration is pending to select a third arbitrator upon Notice of Motion to the other party or their attorney, if applicable, and without the necessity of filing a law suit or serving the other party with process. The arbitrators shall then hear and determine the questions in dispute and except to the extent herein provided, the decision in writing of any two arbitrators shall be binding upon the parties. All arbitration hearings under this policy, including both the tripartite panel and the American Arbitration Association, shall be conducted in the County and **State** in which the **insured** resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law of that County and not in accordance with any court mandated arbitration and mediation rules. It is agreed that the arbitrator(s) shall not enter an award in excess of the applicable policy limits, and, if an award is entered in excess of the applicable policy limits then that portion of the award which exceeds the policy limits is void and not binding on either the **insured** or the **Company**. Each party will pay the expenses it incurs and the expenses of its arbitrator; and bear the expenses of the third arbitrator equally.

Any decision made by the arbitrators shall be binding for the amount of damages not exceeding the limits for **bodily injury** or death as set forth in section 9-24-4-5 of the Indiana Vehicle Code. The **Company** or the **insured** may, at any time, within ninety days after the rendering of an arbitration award, reject that portion of the award for **bodily injury** or death in excess of the minimum amounts set forth in section 9-25-4-5 of the Indiana Vehicle Code by written notice served by registered mail, provided such written notification is mailed no later than ninety days next after the rendering of the arbitrator's award. Failure to timely service notice of rejection shall irrevocably constitute an acceptance of that portion of the arbitration award in excess of the amounts set forth in section 9-25-4-5 of the Indiana Vehicle Code.

If timely notice of the rejection of that portion of the arbitrator's award in excess of the limits set forth in section 9-25-4-5 of the Indiana Vehicle Code is made as provided above, then any party aggrieved by any such rejection shall, not later than thirty days next after mailing of the rejection described and provided for above, file an action in a court of competent jurisdiction to determine the legal liability and damages authorized under this Part II. Failure to timely file such an action shall constitute acceptance of the award of the arbitrators in the amounts in excess of the amounts set forth in section 9-25-4-5 of the Indiana Vehicle Code.

No claim shall lie against the **Company** where an **insured** has failed to make a written demand for arbitration within two years from the date of the accident.

**Trust Agreement. In the event of payment to any person under Part II:**

- a) the **Company** shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the damages because of which such payment is made;
- b) such person shall hold in trust for the benefit of the **Company** all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under Part II;
- c) such person shall do whatever is proper to secure such rights and shall do nothing after loss to prejudice such rights;
- d) if requested in writing by the **Company** or its representative, such person shall take, through any representative designated by the **Company**, such actions as may be necessary to appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the **Company** shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
- e) such person shall execute and deliver to the **Company** such instruments and papers as may be appropriate to secure the rights and obligations of such person and the **Company** established by these provisions.

**PART III – UNDERINSURED MOTORIST COVERAGE**

**D. Underinsured Motorist Coverage.** To pay all damages which an **insured** is legally entitled to recover from the owner or operator of an



**underinsured automobile** because of **bodily injury** sustained by an **insured**. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or **use** of the **underinsured automobile** provided, for the purpose of this coverage, determination as to whether the **insured** is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the **insured** and the **Company** or, if they fail to agree, by arbitration as herein provided.

To pay under this coverage only after the limits of liability under all applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.

**Definitions. The definitions under Part I apply to Part III and under Part III:**

**"Underinsured automobile"** means an **automobile** or **trailer** of any type to which a **bodily injury** liability bond or policy applies at the time of the accident but its limit for **bodily injury** is less than the limit of liability for this coverage.

However, **"underinsured automobile"** does not include any vehicle:

- 1) owned by or furnished or available for the regular **use** of the **insured** or any family member of person residing in the **insured's** household;
- 2) owned by an governmental unit or agency;
- 3) operated on rails or crawler treads;
- 4) which is a farm type tractor or equipment designed mainly for **use** off public roads while not upon public roads;
- 5) while located for **use** as a residence or premises;
- 6) owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law;
- 7) to which a **bodily injury** liability bond or policy applies at the time of the accident, and the bonding or insuring **company** denies coverage or is, or becomes insolvent;
- 8) which is defined as an **"uninsured automobile"** under Part II.

**"Noneconomic loss"** as used in this Part means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium and any other noneconomic damages.

**Exclusions. This policy does not apply under Part III:**

- a) **bodily injury** incidental to or emanating from the ownership, maintenance or use of a **covered automobile**:
  - (1) 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 applications or companies, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car, or
  - (2) for **delivery related business**; or
  - (3) for snow removal; or
  - (4) in any other business or occupation of an **insured** person or **insured** operator wherein the **owned automobile** is utilized in the performance or duties of said business or occupation;  
However, this exclusion does not apply to a share-the-expense car pool;
- b) to any person using any **automobile** without a reasonable belief that the person is entitled to do so;
- c) as to insure 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;
- d) to punitive or exemplary damages;
- e) we do not provide Underinsured Motorist Coverage for "noneconomic loss" sustained by any **insured** if such **insured** is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1. This exclusion (e) does not apply to an **insured** under 18 years of age.
- f) if **Uninsured Motorist Coverage** – Part II applies to the accident;
- g) if the **insured**, his/her legal representative or any person entitled to coverage under this provision fail to file suit against the **Company** within two years from the date of **bodily injury** and liability insurance policies applicable to all **underinsured automobiles** and their operators have been exhausted by payment of judgment or settlement; and
- h) any accident while a **covered automobile** is in the control of an excluded operator.
- i) to **bodily injury** arising out of the use by any person, including an insured person, who is not a properly licensed driver, or is in violation of any condition of their driving privileges;
- j) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **covered automobile** while it is rented or leased to another.

**Limit of Liability:** The limit of liability as stated in the Declarations for "each person" for **Underinsured Motorist Coverage** is the **Company's** maximum limit of liability for all damages for **bodily injury** sustained by any one person in any one accident. Subject to this limit for "each person" the limit of liability shown in the Declarations for "each accident" for **Underinsured Motorists Coverage** is the **Company's** maximum limit of liability for all damages for **bodily injury** resulting from any one accident.

The limit of liability shall be reduced by all sums paid because of **bodily injury** coverage by or on behalf of persons or organizations who may be legally responsible. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid or payable for **bodily injury** coverage available under any worker's compensation law, disability benefits law or any similar law.

Any payment under Part III to or for any **insured** shall be reduced by the amount of damages which the **insured** may be entitled to recover from any **person insured** under coverage A of Part I – **Bodily Injury**. The **Company** shall not be obligated to pay under this coverage that part of the damages which the **insured** may be entitled to recover from the owner or operator of an **underinsured** motor vehicle which represents expenses for medical services paid or payable under Part IV – medical payments.

If more than one policy issued by this **Company** applies to Part III, the total limit of this **Company's** liability under all such policies shall not exceed the amount applicable under only one policy, and in no event shall the total limit of the **Company's** liability exceed the limits set forth in the Declarations, regardless of the number of **insureds** or **covered automobiles** or the separate itemization of premiums therefore and that coverage under this section shall not be "stacked" with any other similar or identical coverage that may be issued under this policy, or any other policy including **Uninsured Motorist Coverage** (Part II).

**Other Insurance:** If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this endorsement:  
The following priorities of recovery apply:

<b>First</b>	The Underinsured Motorists Coverage applicable to the vehicle the <b>insured</b> was <b>occupying</b> , at the time of the accident.
<b>Second</b>	Any other policy affording Underinsured Motorists Coverage to the <b>insured</b> .

1. When there is applicable insurance available under the First priority:
  - a. The limit of liability applicable to the vehicle the **insured** was **occupying**, under the policy in the First priority, shall first be exhausted; and
  - b. The maximum recovery under all policies in the Second priority shall not exceed the highest limit for any one vehicle under any one policy providing coverage to the **insured**.
2. When there is no applicable insurance available under the First priority, the maximum recovery under all policies in the Second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
3. 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 limits applicable to the same level of priority.

#### PART IV – MEDICAL PAYMENTS

E. **Medical Payments:** To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

**Division I** to or for the **named insured** and each **relative** who sustains **bodily injury**, sickness or disease, including death resulting therefrom, hereinafter called "**bodily injury**", caused by accident, while **occupying** or through being struck by an **automobile**.

**Division II** to or for any other person who sustains **bodily injury**, caused by accident, while **occupying**:

- a) a **covered automobile**, while being used by an **insured**; or
- b) a **non-owned automobile**, if the **bodily injury** results from its operation by an **insured** provided that no such payment shall be made unless the person to or for whom such payment is made shall have executed a written agreement the amount of such payment shall (1) be applied toward the settlement of any claim or the satisfaction of any judgment for damages entered in his/her favor, (2) against any **insured** because of **bodily injury** arising out of an accident to which the Part I Liability applies.

**Definitions. The definitions under Part I apply to Part IV.**

**Exclusions:** This policy does not apply under Part IV to **bodily injury**, sickness, disease or death:

- a) incidental to or emanating from the ownership, maintenance or use of a **covered automobile**:
  - (1) 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 companies, or, as they sometimes refer to themselves, rideshare applications or companies. Examples of transportation network applications, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car or
  - (2) for **delivery related business**; or
  - (3) for snow removal; or
  - (4) in any other business or occupation of an insured person or insured operator wherein the owned automobile is utilized in the performance or duties of said business or occupation.
 However, this exclusion does not apply to share-the-expense car pools;
- b) sustained by the **named insured** or a **relative**
  - (1) while **occupying** an **automobile** owned by or furnished for the regular **use** of either the **named insured** or any **relative**, other than an **automobile** defined herein as a "**covered automobile**", or
  - (2) while **occupying** or as a result of being struck by
    - (i) a farm type tractor or other equipment designed for **use** principally off public roads, while not upon public roads, or
    - (ii) a vehicle operated on rails or crawler treads;

- c) sustained by any person who is employed in the **automobile business**, if the accident arises out of the operation thereof and if benefits therefore are in whole or in part either payable or required to be provided under any worker's compensation law;
- d) to injury, sickness, disease, death or loss due to **war**;
- e) to the extent that any medical expense is paid or payable to or on behalf of the injured person under the provisions of any worker's compensation or disability benefits law or any similar law;
- f) resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- g) if any **automobile** or any other type of motor vehicle designed for racing while being tested, repaired or serviced, or while used, operated, manipulated or maintained in any impromptu, prearranged or organized race or speed test, including "hot rod" or "stock car" racing; and
- h) while a **covered automobile** is in the control of an excluded operator;
- i) sustained while occupying or when struck by an **automobile** other than your **covered automobile** which is:
  - (1) Owned by **you**; or
  - (2) Furnished or available for regular use of **you**; or
  - (3) Owned by any **relative** or any person specifically listed as an additional driver in the Declarations; or
  - (4) Furnished or available for the regular use of any **relative** or any personal specifically listed as an additional driver in the Declarations.
- k) sustained while occupying an **automobile** without the owner's expressed or implied permission.
- l) sustained while operating an **automobile** while that **insured** is under the influence of:
  - (1) Alcohol as determined pursuant to Title 9 of the Indiana Code; or
  - (2) A controlled substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812.
 This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- m) while a **covered automobile** is in the control of any person, including an insured person, who is not a properly licensed driver, or in violation of any condition of their driving privileges;
- n) arising out of the ownership, maintenance or use of a **covered automobile** while it is being rented or leased to another.

**Limit of Liability:** The limit of liability for medical payments stated in the Declarations as applicable to "each person" is the limit of the **Company's** liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident. If more than one policy issued by the **Company** applies to this part, the total limit of this **Company's** liability under all such policies shall not exceed the amount applicable under only one policy.

**Other Insurance:** If there is other applicable auto medical payments insurance:

1. We pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for an **insured** who sustains **bodily injury** while occupying your **covered automobile** shall first be exhausted.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for your **covered automobile** shall be excess over any collectible auto insurance providing payments for medical or funeral expenses.

## PART V – PHYSICAL DAMAGE

F. **Other Than Collision:** At the **Company's** option to have repaired or to pay for loss caused by other than collision to a **covered automobile** or to a **non-owned automobile** but only for the amount of such loss in excess of the deductible amount stated in the Declarations, provided that it can be confirmed by **us** that said loss occurred during the time period wherein coverage was in force, as applicable hereto. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, **war**, flood, malicious mischief or vandalism, riot or civil commotion shall not be deemed to be loss caused by collision.

**Supplementary Payments:** In addition to the applicable limit of liability, to:

Reimburse the **insured** for transportation expenses not exceeding \$10 per day or totaling more than \$150 incurred during the period commencing 72 hours after a theft covered by this policy of the entire **automobile** has been reported to the **Company** and the police, and terminating on the date the whereabouts of the **automobile** becomes known to the **named insured** or **Company** or on such earlier date as the **Company** offers settlement for such theft.

G. **Collision:** At the **Company's** option to have repaired or to pay for loss caused by collision to a **covered automobile** or to a **non-owned automobile** but only for the amount of each such loss in excess of the deductible amount stated in the Declarations, provided that it can be confirmed by **us** that said loss occurred during the time period wherein coverage was in force, as applicable hereto.

H. **Towing and Labor Costs:** To pay for towing and labor costs necessitated by the disablement of a **covered automobile** or of any **non-owned automobile**, provided the labor is performed at the place of disablement, limits are listed in the Declarations and a specified premium has been paid.

I. **Rental Reimbursement:** The company will reimburse the **named insured** up to the lesser of the per day maximum rental fee or the maximum daily reimbursement limit as shown on the Declarations page, which the **insured** paid for renting a **temporary substitute automobile** from a licensed rental agency while an **owned automobile** is being repaired due to a loss that is covered under **Coverage H** or if also purchased on the **owned automobile** being repaired, **Coverage G**. This coverage does not apply if you are eligible to collect **Supplementary Payments** under **Coverage G** relating to the entire theft of the **insured automobile**. If the **owned automobile** is not drivable as a result of the covered loss, coverage begins 24 hours after the loss is reported to the **company**. If the **owned automobile** is drivable, coverage begins the following business day after the **owned automobile** is taken to the proper repair facility for company approved repairs. Coverage will end when the first of the following occurs:

- 1) the repair facility completes the loss related repairs;
- 2) the **Company** offers settlement to the **named insured**;
- 3) the **Company** offers to replace an **owned automobile**;
- 4) the maximum limit is reached.

Reimbursement for the rental expenses begins 12:01 AM on the day following the date the **named insured** delivers the drivable **covered automobile** to a garage for company approved repairs. Coverage ends when the first of the following conditions occurs:

- 1) completion of repairs;
- 2) the **Company** offers settlement or replacement of the **automobile**
- 3) number of days of coverage as shown on the declarations page is reached

**Payment of Loss:** The **company** may pay the **insured** for the loss in money or provide a substitute form of transportation, with the option resting with the **Company**. In no event shall a claim for rental reimbursement be accepted by the **Company** unless a verified, itemized statement of rental charges is supplied by the **insured** within thirty (30) days after the date of loss from a licensed or recognized **automobile** rental agency or business. This insurance is applicable in addition to any other valid or collectible collision insurance available to the **insured**.

**Definitions:** The definitions of “**named insured**”, “**relative**”, “**owned automobile**”, “**non-owned automobile**”, “**covered automobile**”, “**automobile business**”, “**temporary substitute auto**”, “**war**”, “**trailer**”, in Part I apply to Part V and under Part V:

“**insured**” means (a) with respect to a **covered automobile** (1) the **named insured** and (2) any person or organization, other than a person or organization engaged in the **automobile business** or as a carrier or as a bailee for hire, maintaining, using or having custody of said **automobile** with the permission of the **named insured**; (b) with respect to a **non-owned automobile**, the **named insured** and any **relative** provided the actual **use** thereof is with the permission of the owner.

“**loss**” means direct and accidental **loss** of or damage to (a) the **automobile**, including its equipment, or (b) other **insured** property.

“**diminished value**” means the actual or perceived loss in market or resale value which results from direct and accidental damage to an **automobile insured** hereunder.

“**collision**” means **collision** of an **automobile** with another object, with a vehicle to which it is attached, or by upset of such **automobile**.

“**forcible entry**” means entry by actual force and violence evidenced by visible marks on the exterior of the **automobile** or the premises on which the **automobile** is garaged at the point of entry.

“**equipment**” means the standard or optional equipment which is available from the manufacturer for the make, model, and model year of the **automobile**, and was permanently installed in the **automobile** in the place designed by the manufacturer at the time of the original sale or inception of this policy.

**Exclusions: This policy does not apply under Part V:**

- a) to loss incidental to or emanating from the ownership, maintenance or use of a **covered auto**:
  - (1) 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 applications or companies, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car; or
  - (2) for **delivery related business**; or
  - (3) for snow removal; or
  - (4) in any other business or occupation of an **insured** person or **insured** operator wherein the **owned automobile** is utilized in the performance or duties of said business or occupation.
 However, this exclusion does not apply to a share-the-expense car pool.
- b) to **loss** of equipment which is not available from the manufacturer of the **automobile** for that make, model, and model year;
- c) to **loss** of equipment which is available from the manufacturer of the **automobile** for that make, model, and model year, but which is not permanently installed in the dash or console opening specified by the manufacturer of the **automobile** for the installation of such equipment;
- d) to **loss** to a **non-owned automobile** arising out of its **use** by the **insured** in the **automobile business**;
- e) to **loss** to an **automobile** owned by the **named insured** and not described in this policy or to any **temporary substitute automobile** therefore, or to a **non-owned automobile** if the **insured** has other valid and collectible insurance against such **loss**;
- f) to damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by this policy;
- g) to tires, unless damaged by fire, malicious mischief, vandalism, stolen or unless **loss** is coincident with and from the same cause as other **loss** covered by this policy;
- h) to **loss** due to radioactive contaminations;
- i) under coverage G – collision of this Part to breakage of glass if insurance with respect to such breakage is otherwise afforded;
- j) to **loss** to any **automobile** designed for racing while being tested, repaired or serviced or being used, operated, manipulated or maintained by any impromptu, prearranged or organized race or speed test, including “hot rod” or “stock car” racing;
- k) to **loss** of or damage to any device or instrument designed for the recording, reproduction, receiving, or transmittal of sound, radio waves, microwaves or television signals unless such device or instrument is permanently installed in the dash or console opening specified by the manufacturer of the **automobile** for the installation of such equipment;

- l) to **loss** of or damage to any tape, wire, record disc or other medium for **use** with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound
- m) to **loss** with respect to an **automobile**, ownership or which is acquired by the **named insured** during the policy period when the **named insured** has not notified the **Company** in writing within 30 days of such acquisition of his/her election to make Part V of this policy applicable to such **automobile**;
- n) to **loss** to any custom furnishings or equipment in or upon any pick-up, panel truck, or van such as, but not limited to, special carpeting, insulation, furniture, bars, television receivers, facilities for cooking or sleeping, height-extending roofs; custom murals, paintings or other decals or graphics;
- o) to damage caused intentionally by or at the direction of the **insured**;
- p) to any **loss** arising out of or during **use** for the transportation of hazardous substance, flammable liquid, or similarly hazardous material;
- q) **loss** due to a **war**, declared or undeclared;
- r) to **loss** to any **trailer**;
- s) to **loss** resulting from the pushing or pulling of a vehicle (other than a **trailer**) by an insured **automobile**, or the pushing or pulling of an insured **automobile** by another vehicle (other than a tow truck);
- t) while **automobile** is in control of an excluded driver;
- u) to any "**covered automobile**" or any "**non-owned automobile**" for "**loss**" due to "**diminished value**".
- v) while the **covered automobile** is rented by or on behalf of the **insured**; or
- w) to any **non-owned automobile** when used by **you** or any **relative** or any person specifically listed as an additional driver in the Declarations without the owner's express or implied permission to do so; to any **automobile** operated by any person who has had their driving privileges permanently revoked;
- x) due to any costs associated with any delays in repair;
- y) to any specially built body, food vending equipment, catering equipment, or refrigeration equipment, nor to travel trailers, unless such equipment is described in the application and a premium charged therefore;
- z) to any **automobile** arising out of or during its commercial use for the transportation of any explosive substance, flammable liquid, or similar hazardous material, except transportation incidental to **your** ordinary household or farm activities;
- aa) due to taking or confiscation by governmental or civil authority, for any purpose, including temporary taking or temporary confiscation.
- bb) due to illegal sale, or repossession of a motor vehicle by the rightful owner or co-owner;
- cc) due to theft, embezzlement or other unlawful conversion of your **covered automobile** after custody of said automobile has been entrusted to another party. This exclusion will apply whether the theft, embezzlement or unlawful conversion of the automobile was committed by the person to whom the vehicle was entrusted or by any other person thereafter;
- dd) if any **automobile** is being operated by any person:
  - 1. not listed on the policy, who has been a resident of **your** household for more than 30 days. **You** must notify the **company** within 30 days of the time when a person becomes a **resident** who was not listed on the policy.
  - 2. not listed on the policy, who has a permanently revoked or permanently suspended motor vehicle license regardless of where that person resides.
- ee) arising out of the ownership, maintenance or use of any vehicle that is principally designed for use off public roads;
- ff) arising out of the ownership or operation of any vehicle while it is being used to commit a felony or other criminal activity. The exclusion applies regardless of whether the insured person is actually charged with, or convicted of, a crime.
- gg) arising out of the ownership or operation of any vehicle while it is being used to flee a law enforcement agent or crime scene.
- hh) sustained while operating an **automobile** while that **insured** is under the influence of:
  - 1. Alcohol as determined pursuant to Title 9 of the Indiana Code; or
  - 2. A controlled substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812.
 This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- ii) arising out of the ownership, maintenance or use of any vehicle by any person, including an insured person, who is not a properly licensed driver, or is in violation of any condition of their driving privileges;
- jj) arising out of the ownership, maintenance or use of a **covered automobile** while it is rented or leased to another.

**Limit of Liability:** The **Company's** liability for all losses under this Part shall not exceed the lesser of the following:

- a) the actual cash value of stolen or damaged property or part thereof at the time of the **loss**; or
- b) the amount necessary to repair the damaged property at the time of the **loss**; or
- c) the amount necessary to replace the stolen or damaged property at the time of the **loss** with property of like kind with deduction for depreciation and physical condition; or
- d) the actual cash value of the stolen or damaged property less deductible and salvage value on retained vehicles nine model years or older.

Payments for loss to your **covered automobile**, or additional equipment are subject to the following provisions:

1. Where **you** fail to select a body part type or your **covered automobile** is greater than six (6) years old, **we** reserve the right to make payment for repairs or replacement of property with other property of like kind and quality, specifically including the vehicle age, use and condition and/or parts supplied by a source other than the manufacturer of the vehicle such as aftermarket, used, recycled, rebuilt, restored, or exchanged parts.
2. If the repair or replacement results in the betterment of the property or part, meaning that the value of the repaired or replaced property or part has been increased above its pre-loss market value as a result of the repair or replacement, **you** will be responsible, subject to applicable laws and regulation, for the amount of the betterment.
3. Deductions for betterment or depreciation will be taken only for parts or specific repair process normally subject to repair or replacement during the useful life of your **covered automobile**. Deductions will be limited to an amount equal to the proportion that the expired life of the part or specific repair process to be repaired for replaced bears to the normal life of that part or repair process.
4. In the event of a total loss, the actual cash value is determined by **us** based on the market value, age and condition of the vehicle at the time of the loss inclusive of adjustment(s) for depreciation and overall physical condition of the vehicle.
5. **Our** payment will be reduced by the value of the salvage when **you** or the owner of the **automobile** retains the salvage.

6.No person may receive a duplicate recovery under this policy for the same elements of damages.

## TOTAL LOSS

In the event that **we** determine **your automobile** to be a total loss, **You** must allow **us** to move **your** automobile to a storage free location of **our** choice. **We** reserve the right to retain **your** automobile and/or its salvage property after **we** determine that **your** automobile is a total loss.

**Other Insurance:** This insurance with respect to a **temporary substitute automobile** or **non-owned automobile** shall be excess insurance over any other valid and collectible insurance.

## PART VI – CONDITIONS (Unless otherwise noted, conditions apply to all Parts.)

**1. Policy Period, Territory:** This policy applies only to accidents, occurrences and losses during the policy period, as stated in the Declarations, while the **automobile** is within the United States of America, its territories or possessions, or Canada or is being transported between ports thereof. This policy may be renewed for successive policy periods by payment of the required premium to the **Company** on or before the effective date of each successive policy period. If such premium is not paid when due, the policy shall terminate as of that date and such date shall be the end of the policy period. Such premium shall be computed in accordance with the manuals then in **use** by the **Company**. Each policy period shall begin and end at 12:01 AM standard time at the address of the **named insured**.

**2. Premium:** If the **named insured** disposes of or replaces an **automobile**, he/she shall inform the **Company** in writing within 30 days of such change. If the **named insured** acquires ownership of an additional **automobile** or replacement **automobile**, he/she shall inform the **company** in writing within 30 days following the date of its delivery of his/her election to make this policy and no other applicable to such **automobile**. Any premium adjustment necessary shall be made as of the date of such change or acquisition in accordance with the manuals in **use** by the **Company**.

The **named insured** shall, upon request, furnish reasonable proof of the number of such **automobile** or **trailers** owned by the **named insured** and a description thereof. If, at any time, the **Company** becomes aware of any operator residing in the **insured's** household, who is a operator of a **covered automobile**, and is not an excluded driver or operator, and is not named on the declarations page as a **named insured** or operator, and the inclusion of such person as an **insured** or operator under the policy would require a higher rate class, the policy will be endorsed to the correct rate class effective:

l) the inception date of the policy if such person was a **resident** driver as of the inception date of the policy; or

For purposes of the foregoing, "**resident driver**" means any person, licensed or otherwise, who resides in the **insured's** household and who at any time during the policy period uses or operates a **covered automobile**.

**3. Notice:** In the event of an accident, occurrence or **loss**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstance thereof, and the names and addresses of any injured person(s) and of available witness, shall be given to the **Company** by or on behalf of the **insured** as soon as practicable. In the event of theft the **insured** shall also promptly notify the police.

If claim is made or suit is brought against an **insured**, he/she shall immediately forward to the **Company** every demand, notice, summons, or other process received by him/her, his/her representative or agent. The **Company** will not be obligated to pay, and shall not pay under Part I, unless the **Company** received actual notice of a lawsuit before a judgment had been entered in said suit. A suit seeking recovery against the **Company** under Parts II and III must be filed within two years of the accident.

If, before the **Company** makes 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 **automobile** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the **Company** by the **insured** or his/her legal representative.

All notices which may be required by this policy shall be in writing and shall be served personally or by certified mail, return receipt requested. For the purpose of all time limitations, notices shall be deemed to have given on the date when so placed in the United States mail, postage prepaid.

Notice shall be given as follows:

### To The Company

United Security Health & Casualty Insurance Company  
6640 S. Cicero  
Bedford Park, IL 60638

### To The Insured(s):

Notice shall be given to the person(s) designated as the "**Named Insured(s)**" on the Declaration Page which is part of this policy as issued, at the last known address for the "**named insured**".

**4. Fraud and Misrepresentation:** All statements contained in the application are deemed to be representations relied upon by the **Company**. In the event any such representation contained in the application is false, misleading or materially affects the acceptance or rating of this risk by the

**Company**, by either direct misrepresentation, omission, or concealment of facts, this policy shall be null and void and of no benefit whatsoever from its inception.

In the event that any representation contained in any notification of change is false, misleading or materially affects the acceptance of rating of this risk by the **Company**, by either direct misrepresentation, omission, or concealment of facts, this policy shall be null and void and of no benefit whatsoever from the effective date of change. This paragraph shall also apply to misstatement of **use** and omissions of fact. This policy shall not provide coverage for any **insured** who has made fraudulent statements or engaged in fraudulent conduct in connection with a claim or **loss** for which coverage is sought under this policy.

**5. Two or More Automobiles – Parts I, IV and V:** When two or more **automobiles** are **insured** hereunder, the terms of this policy shall apply separately to each, but an **automobile** and a **trailer** attached thereto shall be held to be one **automobile** as respects limits of liability under Parts I and IV of this policy, and separate **automobiles** under Part V or this policy, including any deductible provisions applicable thereto.

**6. Assistance and Cooperation of the Insured:** The **insured** shall cooperate with the **Company** and, upon the **Company's** request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The **insured** shall not, except at his/her own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.

After the notice of claim under any part of this policy, the **Company** may require the **insured** to take such actions as may be necessary or appropriate to preserve his/her right to recover damages from any person or organization alleged to be legally responsible for the **bodily injury**. In any action against the **Company**, the **Company** may require the **insured** to join such person or organization as a party defendant.

**7. Action Against Company – Part I:** No action shall lie against the **Company** unless, as a condition precedent thereto, the **insured** shall have fully complied with all terms of this policy, nor until the amount of in the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded. No person or organization shall have any right under this policy to join the **Company** as a party to any action against the **insured** to determine the **insured's** liability, nor shall the **Company** be impeded by the **insured** or his/her legal representative.

Bankruptcy or insolvency of the **insured** or the **insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

**Parts II, III, IV and V:** No action shall lie against the **company** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy and also under Part V until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided by this policy.

**8. Insured Duties in Event of Loss – Parts II and V:** In the event of **loss** the **insured** or someone on his/her behalf shall:

- a) protect the **automobile**, whether or not the **loss** is covered by this policy, and any further **loss** due to the **insured's** failure to protect shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed incurred at the **Company's** request;
- b) file with the **Company**, within 91 days after **loss**, his/her sworn proof of **loss** in such form and including such information as the **Company** may reasonably require and shall, upon the **Company's** request, exhibit the damaged property and submit to examination under oath;
- c) report the **loss** within twenty-four (24) hours of its occurrence or reasonable knowledge thereof, to police, peace or judicial officers, or the Commission of Motor Vehicles; and
- d) report the **loss**, in the event of a hit-and-run or theft and the discovery thereof, within 24 hours of such to police, peace, or judicial officers, or the Commission of Motor Vehicles.

**9. Medical Report: Proof and Payment of Claim – Parts II, III and IV:** As soon as practicable the injured person or someone on his/her behalf making claim shall give to the **Company** written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable under the policy.

The **Company** may pay the injured person or any person or organization rendering the services or treatment and such payment shall reduce the amount payable hereunder for such injuries. Such payment hereunder shall not constitute an admission of liability of any person of the **Company**.

If required, the **insured** and every other person making claim shall submit to examination under oath by any person named by the **Company** and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the **Company** unless the **Company** shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person(s) shall submit to physical examination by physicians selected by the **Company** when and as often as the **Company** may reasonably require. He/she, or in the event of his/her incapacity his/her legal representative, or in the event of his/her death, his/her legal representative or the person or persons entitled to sue therefore, shall upon each request from the **Company** execute authorization(s) to enable the **Company** to obtain medical reports and copies of any and all records.

**10. Appraisal – Part V:** If the **insured** and the **Company** fail to agree as to the amount of **loss**, either may, within 60 days after proof of **loss** is filed, demand an appraisal of the **loss**. In such event the **insured** and the **Company** shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of **loss** and failing to

agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of **loss**. The **insured** and the **Company** shall each pay his/her chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The **Company** shall not be held to have waived any of its rights by any act relating to the appraisal.

**11. Payment of Loss:** Any amount due is payable (a) to the **insured**, or (b) if the **insured** is a minor to his/her parent or guardian, or (c) if the **insured** is deceased to his/her surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a personal legally entitled to recover the damages which the payment represents, provided the **Company** may at its option pay any amount due in accordance with division (d) hereof.

**Part V:** The **Company** may pay for the **loss** in money; or may repair or replace the damaged or stolen property; or may, at any time before the **loss** is paid or the property is so replaced, at its expense return any stolen property to the **named insured**, or at its option to the address shown in the Declarations, with payment for any resultant damage thereto; or may take all or such part of the property at the agreed or appraised value but there shall be no abandonment to the **Company**. The **Company** may settle any claim for **loss** either with the **insured** or the owner of the property.

In the repair of an **automobile insured** hereunder, the **Company** will follow the procedures required by Indiana Code 27-4-1.5-1, et. seq.

**12. No Benefit to Bailee – Part V:** The insurance afforded by this policy shall not insure directly or indirectly to the benefit of any carrier or other bailee for hire which is liable for **loss** to the **automobile**.

**13. Subrogation:** In the event of any payments under this policy, the **Company** shall be subrogated to all the rights of recovery therefore which the **insured**, an injured person or any other person receiving such payment may have against any person or organization and they shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after **loss** to prejudice such rights.

In the event of any payment under Part III – the **Underinsured Motorists Coverage**, the **Company** shall not exercise any right of subrogation under a policy providing additional uninsured motorist coverage against an underinsured motorist where the **Company** has been provided with written notice in advance of a settlement between its **insured** and the underinsured motorist and the **Company** fails to advance a payment to the **insured**, in an amount equal to the tentative settlement, within 30 days following a receipt of such notice.

**14. Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the **Company** from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by the **Company** to form a part of this policy.

This policy, any endorsements to this policy, the Declarations, and **your** application contain all the agreements between **You** and **us**. Their terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change.

The premium for this policy is based on the information **You** provided to **us** or other sources **we** use. **You** agree to cooperate with **us** in determining if this information is accurate and complete. **You** agree to notify **us** of any changes during the policy period. If this information is incomplete, incorrect, or changes during the policy period, **You** agree that **we** may adjust **your** premium, or take other legally permissible action.

Changes that may result in a premium change include, but are not limited to, **You** or a **relative** obtaining a driver's license or operator's permit, or changes in:

1. **your** address;
2. **your** garaging address;
3. resident drivers and additional frequent drivers;
4. the number, type, or use classifications of **your covered automobiles**; and coverages, deductibles, or limits of liability.

**You** must notify **us** within 30 days of the time when a person becomes a **resident** of **your** household who was not previously listed on the policy.

**15. Assignment:** Assignment of interest under this policy shall not bind the **Company** until its consent is endorsed hereon; if, however, the **named insured** or his/her spouse, if a **resident** of the same household, shall die, this policy shall cover (1) the survivor as a **named insured**, (2) his/her legal representative as **named insured** but only while acting within the scope of his/her duties as such, (3) any person having proper temporary custody of a **covered automobile**, as an **insured**, until the appointment and qualification of such legal representative, and (4) under Division I of Part IV any person who was a **relative** at the time of such death.

**16. Cancellation:** This policy may be canceled by the **named insured** or by a premium finance **company** by surrender thereof to the **Company** or any of its authorized agents or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective.

This policy may be canceled by the **Company** by mailing to the **named insured** at the last mailing address known by the **Company** written notice stating when not less than twenty (20) days thereafter such cancellation shall be effective, however, if the cancellation is for non-payment of premium, ten (10) days' notice shall be given.

The **Company** shall not exercise its right to cancel such policy after it has been in effect for sixty (60) days or any policy which has been renewed except for one or more of the following reasons:



- a) nonpayment of premium; or
- b) the driver's license or motor vehicle registration of the **named insured** or any other operator has been suspended or revoked or the grounds for such suspension or revocation have become known; or
- c) the **named insured** or any other operator is under treatment for epilepsy or heart disease and does not provide a physician's certification testifying their unqualified ability to operate a motor vehicle safely; or
- d) the **named insured** or any other operator uses drugs or alcohol beverages to excess; or
- e) fraud, willful misrepresentation, or concealment by any **insured** relating to the insurance or continuation of the policy or relating to a **loss**; or
- f) violation of any term or condition of the policy; or
- g) the place of residence of the **insured** is changed to a **state** or country in which the insurer is not licensed.

The **Company** shall not fail to renew any policy of insurance unless it shall mail notice of same to the **named insured** at least twenty (20) days prior to the date of expiration. This provision shall not apply if the **Company** has manifested its willingness to renew directly to the **named insured** or in the case of non-payment.

All notices of cancellation or non-renewal shall include a specific explanation of the reason or reasons for cancellation or non-renewal. The mailing of notice as aforesaid on a recognized United States Post Office form or a form acceptable to the U.S. Post Office or other commercial mail delivery service shall be sufficient proof of notice, and a copy of such notice shall be sent to the **insured's** broker or the agent of record at the last mailing address known to the **Company**, or be made available for inspection by said agent via the **Company's** on-line policy management system.

If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed pro rata to the date of cancellation. However, making or offering to make the refund is not a condition of cancellation.

**17. Declarations:** By acceptance of this policy, the **named insured** agrees that the statements and representations contained in the Application have been made by him/her or on his/her behalf. Said statements and representations in the Application and in any subsequent Application accepted by the **Company** are offered as an inducement to the **Company** to issue or continue the policy. This policy is issued and continued in reliance upon the truth of such statements and representations and embodies all agreements existing between himself/herself and the **Company** or any of its agents relating to the insurance.

**18. Choice of Law:** The laws of the state of Indiana govern the interpretation of this policy and the respective rights and obligations of the parties hereto. Further, this policy does not comply with (a) any Financial Responsibility Law other than Indiana or (b) any other state's statutory requirements for No-Fault Coverages.

**19. Out of State Insurance:** This policy does not provide personal injury protection (PIP) coverage, or any other similar coverage or benefits payable without regard to fault mandated under the law of any state, regardless of where an accident occurs or the domicile of any person involved in an accident. No consideration has been given to provide coverage for PIP benefits or any similar coverage.

**20. Additional Premium Due – Loss Settlement:** In the event of additional premium becoming due based on the incorrect rating of this policy, we shall have the right to correct the premium in accordance with our published rates and underwriting rules. If a loss occurs under the policy we shall have the option to deduct such additional premium from any loss settlement.

#### LOSS PAYEE

Loss or damage under this policy shall be paid, as interest may appear, to **you** or the loss payee shown in the Declarations or in the subsequent endorsement. Any and all defenses which **we** are able to assert against the **insured** shall be effective as to the loss payee and shall operate to invalidate the loss payee's interest under this policy.

**We** reserve the right to cancel or non-renew the policy as permitted by policy terms and any cancellation or non-renewal of this policy shall contemporaneously terminate this agreement as to any and all interest the loss payee may possess under this policy. **We** will give the same advance notice of cancellation or non-renewal to the loss payee as **we** give to the **named insured** shown in the Declarations.

When **we** pay the loss payee **we** shall, to the extent of payment, be subrogated to the loss payee's right of recovery. Nothing herein shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy, except as otherwise stated.

The lienholder shall notify the **Company** of any change of ownership or increase of hazard which shall come to the knowledge of said lienholder and, if accepted by the **Company**, it shall be endorsed herein and the lienholder shall, on demand, pay the premium for any such increased hazard for the term of the **use** thereof; otherwise this policy shall be null and void.

The **Company** reserves the right to cancel this policy at any time as provided by its terms. In such case the **Company** shall notify the lienholder when not less than ten (10) days thereafter such cancellation shall be effective as to the interest of said lienholder therein and the **Company** shall have the right, on like notice, to cancel this agreement.

Should the **insured** fail to render Proof of **Loss** within the time granted in the conditions of the policy, the lienholder shall do so within sixty (60) days thereafter, in the form and the manner as provided by this policy, and further, shall be subject to the provisions of this policy relating to appraisal and time of payment and of bringing suit.

Whenever the **company** shall pay the lienholder any sum for **loss** under this policy and shall claim that, as to the **insured**, no liability therefore existed, the **company** shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment

shall be made, under securities held as collateral to the debt, or may at its option, pay to the lienholder the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities, but no subrogation shall impair the right of the lienholder to recover the full amount of its claim.

The interest of the loss payee is protected by these provisions subject to all terms, conditions, and exclusions contained in this policy, which policy is available to the loss payee upon request.

This policy shall not be valid unless completed by the attachment hereto of a complete Declarations page.

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), WE ADVISE THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR INSURANCE OR RENEWALS OF INSURANCE POLICIES, THIS INSURANCE COMPANY MAY PROCURE AN INVESTIGATIVE CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH INSURANCE IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES SUCH INFORMATION MAY, WITHOUT LIMITATION BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON WRITTEN REQUEST TO THIS INSURANCE COMPANY, MADE WITHIN A REASONABLE PERIOD OF TIME AFTER RECEIPT OF THIS NOTICE, THIS COMPANY WILL PROVIDE IN WRITING A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE INVESTIGATION REQUESTED, IF ONE WAS REQUESTED, OR ADVISE THAT NONE WAS REQUESTED.

COVERAGE UNDER THIS POLICY IS CONDITIONAL ON THE PAYMENT OF THE PREMIUM CHARGED. THEREFORE, A CHECK GIVEN IN PAYMENT OF ANY PREMIUM REQUIRED FOR EFFECTIVE PAYMENT OF THIS POLICY WHICH IS NOT HONORED BY THE PAYOR'S BANK OR FINANCIAL INSTITUTION UPON PRESENTATION FOR PAYMENT SHALL BE CONSTRUED UNDER THE PROVISIONS OF THIS POLICY AS NON-PAYMENT OF PREMIUM AND NO COVERAGE IS AFFORDED FOR ANY TIME PERIOD OR TERM OF THIS POLICY FOR WHICH SUCH CHECK WAS WRITTEN.

#### NOTICE TO POLICYHOLDERS

We are here to serve you ...

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent or us at 708-552-4400. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

Should you feel you are not being treated fairly with respect to a claim, you may contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division  
Indiana Department of Insurance  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787317-232-2395 or 1-800-622-4461