



Unique
Insurance
Company

PERSONAL AUTOMOBILE INSURANCE POLICY

MISSISSIPPI

IMPORTANT

Notify the Company at 7400 Caldwell, Niles, IL 60714, (773) 299-7500, or (866)-426-8842 of **EVERY** accident, however slight, immediately upon its accident.

Delay in giving notice may jeopardize **your** rights. Send a completed report as soon as practicable.

PLEASE READ YOUR POLICY AND ATTACHED APPLICATION AND REPORT, IN WRITING, ANY ERRORS IMMEDIATELY TO THE COMPANY.

NOTICE – This policy has been issued based upon the reliance of **your** statements and representations on the application. **Read it carefully** and notify the Company immediately of any misinformation or changes which have occurred or may occur.

YOUR PERSONAL AUTOMOBILE POLICY – QUICK REFERENCE

DECLARATIONS PAGE

Name of Insurance Company
 Your Name and Address
 Your Auto or Trailer
 Policy Period
 Coverage and Amounts of Insurance

	<u>Beginning On Page</u>		<u>Beginning On Page</u>
AGREEMENT and DEFINITIONS	3		
PART A Liability Coverage	4	PART D Coverage for Damage to	
Insuring Agreement		Your Auto	10
Supplement Payments		Insuring Agreement	
Exclusions		Rental Reimbursement	
Limit of Liability	5	Transportation Expenses	
Financial Responsibility Laws		Exclusions	
Other Insurance	6	Limit of Liability	11
		Proof of Loss	
PART B Medical Payments Coverage	6	Payment of Loss	
Insuring Agreement		Appraisal	
Exclusions		No Benefit to Bailee	
Limit of Liability	7	Other Insurance	
Other Insurance		General Average and	
Payment of Benefits		Salvage Charges	
Trust Agreement			
Our Right To Recover		PART E Duties After An Accident or Loss	12
From Others			
		PART F General Provisions	
PART C Uninsured Motorist Coverage	7	Policy Period and	
Insuring Agreement		Territory Changes	
Exclusions	8	Legal Action Against Us	13
Notice		Transfer of Your Interest in	
Policy Provisions		This Policy	
Limit of Liability	9	Our Rights to Recover Payment	
Proof of Claim		Termination	
Other Insurance		Bankruptcy	14
Trust Agreement/Subrogation		Fraud and Misrepresentation	
		Conformity with State Statutes	
		Declarations	
		Loss Payable Clause	

UNIQUE INSURANCE COMPANY

AGREEMENT

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

DEFINITIONS

Throughout this policy, “**you**” and “**your**” refer to:

1. The name insured shown in the Declarations; and
2. The spouse if a resident of the same household.

“**We**”, “**us**”, and “**our**” refer to the Company providing this insurance. For purposes of this policy, any private passenger type auto leased:

1. Under a written agreement to any person; and
2. For a continuous period of at least six months shall be deemed to be owned by that person.

Other words and phrases are defined below and they are bold faced or capitalized when used.

“**Your Covered Auto**” means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles of which **you** acquire during policy period, provided that **you** ask **us**, in writing to insure it within thirty (30) days after **you** become the owner and pay an additional premium if requested by **us**:
 - a. A private passenger auto.
 - b. If not used in any business or occupation, a pick-up or van-type truck if it has a gross vehicle weight of less than 1,500 pounds and is not used for the delivery or transportation of goods and materials. If the newly acquired vehicle replaced one shown in the Declarations, **you** have to ask **us**, in writing, to insure it within thirty (30) days after **you** become the owner. If the vehicle **you** acquire replaced one shown in the Declarations, it will have the same coverage as the vehicle replaced except for Part D Coverage for Damage to **Your** Auto.
3. Any **trailer you** own.
4. Any auto or **trailer you** do not own while used as a temporary substitute for any other vehicle described in this definition, when withdrawn from normal use because of its breakdown, repair, servicing, **loss** or destruction, provided its operation is with the permission of the owner and is within the scope of such permission.

“**Non-Owned Auto**” means:

1. Any private passenger auto or **trailer** not owned by or furnished or available for the regular use of **you** or any **family member** while in the custody of or being operated by **you** or any family member. However,
2. **Non-owned auto** does not include any vehicle used as a temporary substitute for a vehicle **you** own which is out of normal use because of its breakdown, repair, servicing, **loss**, or destruction.

“**Bodily Injury**” means:

Bodily harm or death of any person.

“**Property Damage**” means:

Damage or destruction of tangible property including loss of use.

“**Family Member**” means:

A person related to **you** by blood, marriage, or adoption which is a resident of **your** household, including a ward or foster child.

“**Occupying**” means:

In, upon, getting in, on, out, or off.

“Trailer” means:

A vehicle designed to be pulled by a:

1. Private passenger type auto; or
2. Pickup, panel truck, or van-type truck.

It also means a farm wagon, farm implement while towed by a vehicle listed in 1. or 2. above.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the exclusions hereinafter stated, **we** will pay for damages for which any **covered person** becomes legally responsible because of **bodily injury** and **property damage** arising out of the ownership, maintenance, or use of a car or **trailer**. **We** will settle or defend, as **we** consider appropriate, any claim or suit for these damages. **Our** duty to settle ends when **our** limit of liability for this coverage has been exhausted. **We** will not be obligated to defend, settle, or pay, any claim or any judgment not covered by this policy.

It is further understood and agreed that **we** are not obligated to pay, and shall not pay, attorney’s fees for any legal or investigative work unless such attorneys are selected by **us**; it is further understood and agreed that **we** are not obligated to pay, and shall not pay, any sum which the **covered person** may be legally obligated to pay as a result of a lawsuit unless **we** received actual notice of said suit before any judgment had been entered in said suit. Except when **we** are defending **you** under a Reservation of Rights, in which event **you** may obtain counsel of **your** choice, in no event shall **we** be responsible for other than reasonable fees for an attorney experienced in that area of law.

“Covered Person” as used in this Part means:

1. **You** or any **family member** for the ownership, maintenance, or use of any covered auto or **trailer**.
2. Any person using **your covered auto** with **your** express permission and within the scope of that permission
3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or **trailer**, other than **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of **you** or any **family member** for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the auto or **trailer**. This provision applies only if the **covered person** is using the vehicle with a reasonable belief that he or she is entitled to do so.

SUPPLEMENTARY PAYMENTS

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

1. Up to \$100 for the cost of bail bonds required because of an accident, including related traffic law violation, resulting in **bodily injury** or **property damage** covered under this policy.
2. Premiums on appeals bonds and bonds to release attachments in any suit **we** defend.
3. Interest accruing after a judgment until such time as **we** offer to pay such of the judgment and accrued interest as does not exceed **our** policy limits for such judgment.
4. Up to \$35 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request.
5. Other reasonable expenses incurred at **our** request other than loss of earnings.

EXCLUSIONS

A. **We** do not provide Liability Coverage for:

1. Any person who intentionally causes or who expects to because **bodily injury** or **property damage**.
2. Any person for damage to property owned or being transported by that person.
3. **Property damages** to any property owned by, rented to, being transported by, used by, or in the care custody control of an insured person.
4. Any person for **bodily injury** to an employee of that person during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers’ or workmen’s’ compensation benefits are required or available for that domestic employee.
5. Any person’s liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee. This exclusion does not apply to a share the expense car too.

6. Any person while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing, or parking of vehicles designed for use mainly on public highways, including road testing and delivery. This exclusion does not apply to the ownership, maintenance, or use of **your covered auto** by you, any family member, or partner, agent, or employee of **you** or any family member.
7. Any person maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion 6, regardless of the amount or type of use made of such vehicle.
8. The ownership, maintenance, or use of a motorcycle, or any other self-propelled vehicle, not licensed for use on public roads, or weighing in excess of 1,500 pounds.
9. The ownership, maintenance, or use of any vehicle, other than **your covered auto**, which is owned by **you** or furnished or available for **your** regular use.
10. The ownership, maintenance, or use of any vehicle, other than **your covered auto**, which is owned by **you** or furnished or available for the regular use of any family member.
11. Any person using a vehicle without **your** permission or not within the scope of such permission.
12. Any person for **bodily injury** or **property damage** for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
13. Any person's liability arising out of the ownership or operation of a vehicle while it is being rented or leased to others.
14. Any person's liability arising out of the ownership or operation of a vehicle while it is being used in any organized racing event, speed contest, or exhibition.
15. Any person's liability arising out of any contract or agreement, or to any obligation under the Federal Torts Claims Act.
16. Any person's liability arising out of the ownership or operation of a vehicle while it is being used as a residence or premises.
17. **Bodily injury** to **you** or any **family member**.
18. **Bodily injury** sustained while **occupying** a motorcycle or all-terrain motorized vehicle having two, three, or four wheels.
19. Any automobile while being operated or used in the commission of a crime, other than a traffic violation.

LIMIT OF LIABILITY

Regardless of the number of **covered persons**, claims made, vehicles or premiums shown in the Declarations; vehicles involved in the auto accident, or suits brought, **we** will pay the limits of liability shown in the Declarations subject to the following:

1. The limit for "**each person**" is the maximum **we** will pay for **bodily injury** sustained by any one person in any one accident, and includes all **derivative claims** which include but are not limited to loss of society, loss of companionship, loss of services and loss of consortium.
2. Subject to the **bodily injury** limit for "**each person**", the limit for "**each accident**" is the maximum **we** will pay for **bodily injury** sustained by two or more persons in any one accident and includes all **derivative claims** which includes but are not limited to loss of society, loss of companionship, loss of services and loss of consortium.
3. The **property damage** liability limit for "**each accident**" is the maximum **we** will pay for all damage to property in one accident.
4. **We** will provide insurance for an insured person, other than the named insured or a family member, up to the limits set forth on the Declarations Page.

Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under medical payments coverage.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of Financial Responsibility, it will comply with the law to the extent of the coverage required by the law, in the state where **we** certified this policy, subject to the limits of this policy. You must reimburse **us** for any payment **we** make which **we** would not have made under the terms of this policy except for the agreement contained in this paragraph.

OTHER INSURANCE

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

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

Subject to the exclusion hereinafter, **we** will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury** caused by accident and sustained by a **covered person**. **We** will pay only those expenses incurred within one year from the date of accident.

“**Covered Person**” as used in Part means:

1. **You** or any **family member** while **occupying** or as a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a **trailer** of any type.
2. Any other person while **occupying your covered auto** which **you** or a **family member** is using or which that person or another person is using, if the use is with **your** permission.

EXCLUSIONS

We do not provide Medical Payments Coverage for any person for:

1. **Bodily injury** sustained while **occupying** a motorcycle or all-terrain motorized vehicle having two, three, or four wheels.
2. **Bodily injury** sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee. The exclusion does not apply to a share the expense car pool.
3. **Bodily injury** sustained while **occupying** any vehicle located for use as a residence or premises.
4. **Bodily injury** occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
5. **Bodily injury** sustained while **occupying** or when struck by any vehicle (other than **your covered auto**) which is owned by **you** or furnished or available for **your** regular use, regardless of the amount or type of use made of such vehicle.
6. **Bodily injury** sustained while **occupying** or when struck by any vehicle (other than **your covered auto**) which is owned by or furnished or available for the regular use of any family member. However, this exclusion does not apply to you.
7. **Bodily injury** sustained while **occupying** the covered auto without permission for the owner or not within the scope of such permission.
8. **Bodily injury** sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**. This exclusion does not apply to **bodily injury** sustained while **occupying** a :
 - a. Private passenger auto;
 - b. Pick-up or van-type truck that **you** own; or
 - c. **Trailer** used with a vehicle described in a. or b. above.
9. **Bodily injury** caused by discharge or a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion, or revolution, or any consequence of any of these.
10. **Bodily injury** from any nuclear reaction, radiation or radioactive contamination, all weather controlled or uncontrolled or however caused, or any consequence of any of these.
11. **Bodily injury** to that amount of any medical expensed which is paid or payable to or on behalf of the injured person under the provision of any:
 - a. automobile or premised insurance affording benefits for medical expenses;
 - b. individual, blanket or group accident insurance, disability, or hospitalization insurance;
 - c. medical or surgical reimbursement plans, or
 - d. workers' compensation or disability law or any similar law.
12. **Bodily injury** arising out of operating of any automobile insured under this policy which is designed for racing while being tested, repaired or serviced, or while used, operated, manipulated, or maintained in any prearranged or organized race or speed test, including “hot rod” or “stock” racing.
13. **Bodily injury** sustained in the commission of a crime, other than a traffic violation.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is **our** maximum limit of liability for any one person injured in any one accident and also is the most **we** will pay regardless of the number of **covered persons**, claims made, vehicles or premiums shown in the Declarations, or number of vehicles involved in the accident.

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

No payment will be made under this coverage unless the injured person or his legal representative agrees, in writing, that any payment shall be applied toward any settlement or judgment that person received under any Auto Liability.

OTHER INSURANCE

If there is any other applicable auto medical payments insurance, **we** will pay only **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses and any other insurance on the motor vehicle involved in the accident shall be considered primary.

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim including full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. The **covered person** shall submit to reasonable questioning concerning any claim made under this policy.

The **covered person** shall also give **us** an authorization which would allow **us** to obtain medical reports and copies of the records.

PAYMENT OF BENEFITS

We may pay the **covered person**, the person providing medical services or the person responsible for payment of the medical expenses.

TRUST AGREEMENT

When **we** pay medical expenses, the **covered person** or legal representative must agree, in writing, to repay **us** out of any damages recovered from anyone responsible for causing the **bodily injury**. The **covered person** must also agree in writing to hold in trust and preserve for **us** any rights of recovery against anyone.

OUR RIGHT TO RECOVER FROM OTHERS

After **we** have made payments under this Part, **we** have the right to recover the payment from anyone who is held responsible. The **covered person** must sign any papers and do whatever else is necessary to transfer this right to **us**.

PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

Subject to the exclusions hereinafter stated, **we** will pay damages which a **covered person** is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of **bodily injury** or **property damage** sustained by a **covered person** and caused by an accident. The owner's liability for these damages must arise out of the ownership, maintenance, or use of an uninsured motor vehicle.

Any judgment for damages arising out of a suit brought without notice and service of a summons upon **us** as required by law is not any way binding on **us**. Further, all provisions of Part E, Duties After an Accident or **Loss** shall be fully applicable hereto. This shall not be interpreted as excluding any other provisions of this policy that might also be applicable to this coverage.

“**Covered Person**” as used in this part means:

1. **You** or any **family member** as defined in Definitions page 1 of policy.
2. Any other person **occupying your covered auto** as defined in Definitions page 1 of the policy.

“**Uninsured Motor Vehicle**” means a land motor vehicle licensed and designed for use primarily on public roads and highways or a **trailer** licensed and designed for use primarily on public roads and highways while attached to a land motor vehicle:

1. To which no **bodily injury** or **property damage** liability bond or insurance policy applies at the time of the accident.
2. For **bodily injury** and/or **property damage**, which is a hit-and-run vehicle whose owner or operator cannot be identified and which makes actual physical contact between such hit-and-run vehicle and;

- a. **you** or any **family member**;
- b. a vehicle which **you** or any **family member** are **occupying**; or
- c. **your covered auto**.

You or someone on **your** behalf must report the accident within 24 hours to the police and must within 10 days advise **us** that **you** have a cause or causes of action for damages caused by a person or persons whose identity is unascertainable.

3. To which a **bodily injury** or **property damage** liability bond or insurance policy applies at the time of the accident, but the bonding or insuring companies denies coverage or is or becomes insolvent within one year after the accident.
4. That is an insured motor vehicle, wherein the liability insurer of such vehicle has provided limits of **bodily injury** liability for its insured which are less than the limits applicable to the injured person provided under this uninsured motorist coverage.

“**Bodily injury**” means bodily harm or death of any person.

“**Derivative Claims**” means loss of society, loss of companionship, loss of services, and loss of consortium.

“**Property Damage**” means damage to or destruction of **your covered auto**.

“**Uninsured Motor Vehicle**” does not include any vehicle:

1. Owned by or furnished or available for the regular use of **you** or any **family member**.
2. Owned or operated by a self-insurer under any applicable motor vehicle law.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. **We** do not provide Uninsured Motorists coverage for **bodily injury** and/or **property damage** sustained by any person:
 1. If that person or the legal representative settles the **bodily injury** and/or **property damage** claim without **our** consent.
 2. While **occupying your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expenses car pool.
 3. Using a vehicle without **your** permission or not within the scope of **your** permission.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers’ or workmen’s compensation, disability benefits, or similar law.
- C. **We** do not provide coverage for punitive or exemplary damages.
- D. When this **bodily injury** and/or **property damage** was sustained in the commission of a crime, other than a traffic violation.

NOTICE

We must be notified within thirty (30) days after any **covered person** has determined that the other motor vehicle is uninsured of the intent of the **covered person** to file claim under the uninsured motorist coverage. Failure to give such notice will render this coverage void.

POLICY PROVISIONS

None of the provisions of the policy shall apply to the insurance given by this coverage except Definition, Part E Duties After an Accident or **Loss**, and Part F General Provisions.

LIMIT OF LIABILITY

Our limit of liability for claims presented under Part C is as follow;

1. The most **we** will pay for all damages resulting from **bodily injury** to one person caused by any one accident is the uninsured motorist limit provided on the Declaration page for **"each person"**. This includes all **derivative claims**.
2. Subject to the limit for **"each person"**, the most **we** will pay for all damages resulting from **bodily injury** caused by any one accident is the limit shown in the Declarations for **"each accident"**. This includes all **derivative claims**.
3. **We** will subtract from **property damage** the first two hundred (\$200) dollars.

The maximum **property damage we** will pay is the actual cash value of **your covered auto** or, the cost of repairs to **your covered auto**, or the amount listed on the Declaration page as the Limit of Liability afforded under the Uninsured Motorist **Property Damage** coverage, whichever is less.

Any amounts otherwise payable for damages under this coverage shall be reduced or offset by:

1. All sums paid because of the **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under the Liability coverage of this policy; and
2. No one shall be entitled to receive duplicate payments for the same element of **loss**.

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

PROOF OF CLAIM

You or **your** relative or someone on **your** behalf must have reported the accident to the police within 24 hours.

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim including full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. The **covered person** shall submit to reasonable questioning concerning any claim made under this policy.

The **covered person** shall also give **us** an authorization which would allow **us** to obtain medical reports and copies of the records.

OTHER INSURANCE

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

TRUST AGREEMENT/SUBROGATION

If **we** pay **you** for a **loss** under this coverage:

1. **We** are entitled to recover from **you** an amount equal to such payment if there is a legal settlement made on **your** behalf against any person or organization legally responsible for the **bodily injury** and/or **property damage**.
2. **You** must hold in trust for **us** all right which **you** have to recover money from any person or organization legally responsible for **bodily injury** and/or **property damage**.
3. **You** must do everything proper to secure **our** rights and do nothing to prejudice these rights.
4. If **we** ask **you** in writing, **you** shall take the necessary or appropriate action, through a representative designated by us, to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs, and attorney's fees incurred in connection with this recovery.
5. **You** must execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of **you** and **us** as established here.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

In return for payment of premium for this coverage and subject to the exclusions hereinafter stated, **we** will pay for direct and accidental **loss** to **your covered auto**, or any **non-owned auto**, less any applicable deductible shown in the Declarations if the Declarations indicate that coverage is afforded.

“**Collision**” means the upset, or collision with another object of **your covered auto** subject to the exceptions and exclusions stated below.

“**Comprehensive**” means **loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with bird or animal or breakage of glass. If breakage of glass is caused by a collision, **you** may elect to have it considered a **loss** caused by collision. If there is a **loss** to a **non-owned auto**, **we** will provide collision coverage applicable to **your covered auto** shown in the Declarations.

“**Diminution in Value**” means the actual or perceived decrease of market or resale value of an automobile, or part thereof measured after repair of physical damage.

“**Damage**” means physical damage to tangible property and does not include intangible economic loss such as **diminution in value**.

“**Loss**” means direct and accidental physical damage to the automobile or its parts, but “loss” does not include **diminution in value**.

TRANSPORTATION EXPENSES

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

RENTAL REIMBURSEMENT

In consideration of the premium charged, to reimburse **you** for the rental fee expenses incurred (excluding mileage charge) as a result of a comprehensive or collision loss commencing fortyeight (48) hours after **you** have reported the loss to **us**. Such rental expenses shall be limited to the daily rental fee of a temporary substitute automobile while the insured automobile is in the custody of a garage for repairs. Coverage terminates upon the completion of the repairs, but in no event later than 12:01 AM on the tenth day after the first date of covered rental. **We** shall not be obligated to pay aggregate expenses in excess of \$20 per day or totaling more than \$300. In no event shall **we** accept a claim for rental reimbursement unless a verified itemized statement of rental charges is supplied by **you**.

TOWING AND LABOR COVERAGE

We will pay towing and the labor costs associated with the towing each time **your covered auto** is disabled up to the amount shown in the Declarations. This coverage applies only to **your covered auto** for which the premium is paid.

EXCLUSIONS

We will not pay for loss or damage:

1. To **your covered auto** which occurs while it is used to carry persons or property for a fee. This exclusion does not apply to share-the-expense car pool;
2. Due and confined to wear-and-tear, freezing, mechanical or electrical breakdown, or failure or road damage to tires. This exclusion does not apply to the damage resulting from the total theft of **your covered auto**;
3. Due to radioactive contamination;
4. Due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion, or revolution, or any consequences of any of these;
5. 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 factory installed in the dash or console opening specified by the manufacturer of the motor vehicle for the installation of such equipment;
6. To tapes, records, or other devices for use with equipment designed for the reproduction of sound;

7. To a camper body, pickup cover, cap, or shell whether attached or detached;
8. To a **non-owned auto** if it is used by **you** or any **family member** without a reasonable belief that they were entitled to do so;
9. To TV antennas, awnings, cabanas, or equipment designed to create additional living facilities;
10. To **your covered auto** which occurs while rented or leased by **you** to others;
11. To **your covered auto** which occurs while operated in any organized racing event, speed content, or exhibition;
12. To **your covered auto** due to confiscation by authorities;
13. If **your covered auto** is a van-type vehicle, to furnishings, custom carpeting, or any other equipment contained in or forming part of **your covered auto**, used for sleeping, cooking, refrigeration, and/or housekeeping; to custom installed bubble windows, height extending roofs, custom paint such as custom murals, graphics, or other custom-applied designs or to any other modifications to the original body of the van;
14. To custom wheels, tachometers, pressure and temperature gauges, unless factory installed;
15. To modified or custom engines and carburetion systems, light bars, racing slicks, and/or oversized tires, roll bars and lift kits, winches, utility boxes, and tool boxes;
16. To any instrument or device designed as a two-way mobile radio, citizens band radio, or cellular telephone;
17. To vehicle covers or front-end protectors;
18. To wearing apparel, personal effects, tools or anything that is not attached to the vehicle at the time of loss;
19. To any non-dealer or non-factory installed equipment which mechanically structurally changes **your covered auto** and results in an increase in performance or a change of appearance;
20. To equipment designed or used for the detection or location of radar;
21. With respect to a vehicle, ownership of which is acquired by **you** during the policy period, unless **you** have notified **us** in writing within thirty (30) days of such acquisition, that **you** wish to add such vehicle to the policy.
22. Due to the theft under this coverage if evidence exists that forcible entry was not required to gain access to the vehicle or that evidence exists that keys were left in the auto while it was unattended, or that no evidence exists that ignition wires, steering column or starting mechanism were altered or defeated to operate the automobile without keys.
23. To **your covered auto** while being operated or used in the commission of a crime, other than a traffic violation.
24. To **your covered auto** while it is being driven or operated with **your** permission by a person who does not possess a valid driver's license.
25. Caused by any insured who intentionally causes or expects to cause **property damage**.
26. Due to **diminution in value** to any vehicle.

LIMIT OF LIABILITY

Our limit for liability for **loss** will be the lesser of:

1. The actual cash value of the stolen or damaged property, or
2. The amount necessary to repair or replace the property with deduction for depreciation. At the company's sole discretion, the company may pay any **loss** or repair or replace **your covered automobile** or its damaged parts, with parts furnished either by original equipment manufacturers or non-original equipment manufacturers, or
3. The limit stated in the Declarations.
4. Custom/Special Equipment is not covered unless the value of the equipment has been reported to **us** prior to the **loss** and a premium has been paid for the additional coverage as shown in the Declarations.

However, the most **we** will pay for any **loss** to a **trailer** is \$500.

PROOF OF LOSS

You must file written proof of **loss** within sixty (60) days from the date **we** request it or there will be no coverage under this Part D.

PAYMENT OF LOSS

We may pay for **loss** in money or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to **you** or to the address shown in this policy. If **we** return stolen property, **we** will pay for any damage resulting from the theft. **We** may take all or part of the property at an agreed or appraised value, but there shall be no abandonment to the Company.

APPRAISAL

If **you** and **we** fail to agree as to the amount payable, then the dispute shall be decided by appraisal as described herein. Each will appoint a competent and disinterested appraiser. A consensus of Actual Cash Value/Damages in writing by the two appraisers will be binding and will determine the amount payable subject to the terms of the policy. If a consensus cannot be reached, the two appraisers will appoint a third appraiser to reach an agreement. Each party will pay the expenses of their chosen appraiser. Expenses for the cost of the third appraiser will be shared equally. **We** do not waive any of **our** rights by agreeing to an appraisal.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee.

OTHER INSURANCE

If other similar insurance also covers the **loss**, **we** will pay only **our** share, unless the **loss** to a **non-owned auto** or a temporary substitute auto, then **we** will not pay until any other valid and collectable insurance has paid for such **loss**. Any valid and collectible insurance on a vehicle other than the covered auto will be primary and any insurance afforded by this policy will be excess only.

GENERAL AVERAGE AND SALVAGE CHARGES

We shall pay salvage charges for which **you** become legally liable and which are reasonable and necessary.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

We must be notified of accident or **loss** within thirty (30) days of how, when, and where the accident or **loss** happened. Notice should also include the names and addresses of any injured persons and of any witnesses. Failure to give notice as required herein may render this policy voidable.

A person seeking coverage must:

1. Cooperate with **us** in the investigation, settlement, or defense of any claim or suit
2. Promptly send **us** copies of any notices or legal papers received in connection with the accident or **loss**.
3. Submit at **our** expense and as often as **we** reasonably require, to physical examinations by physicians **we** select.
4. Authorize **us** to obtain medical reports and other pertinent records.
5. Submit a proof of **loss** when required by **us**.
6. Submit to separate recorded statements under oath outside of the presence of any other claimant or insured as often and reasonably as **we** require.
7. Assist in mitigating damages and cost after a **loss**.
8. Give **us** consent to move **your** damaged property to a storage free facility at **our** cost. If **you** do not give consent, **we** will only pay the storage costs which will have resulted if **we** had moved the damaged property. If it is decided that the damaged property should be returned to the owner, **we** will do so at **our** cost.

A person seeking Uninsured Motorist Coverage must also:

1. Notify the police within 24 hours of the accident if a hit-and-run driver is involved.
2. Promptly send **us** copies of the legal papers if a suit is brought.

A person seeking Coverage for Damage to **your covered auto** must also:

1. Take reasonable steps after **loss**, at **our** expense, to protect **your covered auto** and its equipment from further **loss**.
2. Notify the police if **your covered auto** or its equipment is stolen within 24 hours.
3. Permit **us** to inspect and appraise the damaged property before its repair or disposal. Complying with the above set forth twelve (12) requirements is a prerequisite to coverage under this policy and a failure to comply with one or more of such requirements shall void coverage under this policy and relieve the Company of all duties to make payments, defend, settle, or otherwise deal with or honor any claim made against a **covered person** or the Company.
4. Notify the police and/or fire department within 24 hours upon learning that **your covered auto** has been damaged by fire.

PART F – GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

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

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

This policy territory is:

1. The United States of America, its territories or possessions; or
2. Canada.

This policy also applies to **loss** to, or accidents involving, **your covered auto** while being transported between the ports.

CHANGES

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.

Notice to **your** Agent, or knowledge possessed by **your** Agent, or other person shall not change or affect a waiver on any portion of this policy nor stop **us** from exerting any of **our** rights under this policy. This policy can only be changed by an endorsement **we** issue which is signed by **our** authorized representative.

If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional premium charge, **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage, no legal action may be brought against **us**;

1. By a person not insured under this policy unless **we** agree in writing that the **covered person** has an obligation to pay; or
2. Until the person, not an insured, has obtained a judgment against a person who is insured under the terms of this policy for a cause of action which is covered by this policy.

No person or organization has any right under this policy to bring **us** into any action to determine the liability of a **covered person**.

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

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

OUR RIGHT TO RECOVER A PAYMENT

- A. If **we** make a payment under this policy, except under Part B Medical Payment Coverage, and the person to or for whom the payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do whatever is necessary to enable **us** to exercise **our** rights and shall do nothing after **loss** to prejudice them.
- B. If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for **us** the proceeds of the recovery and shall reimburse **us** to the extent of **our** payment.

TERMINATION

A. CANCELLATION

This policy may be cancelled during the policy period as follows:

1. The name insured shown in the Declarations may cancel by:
 - a. returning this policy to **us**; or
 - b. giving **us** advance written notice of the date cancellation is to take effect.
2. **We** may cancel by mailing to **you** at the address shown in this policy:
 - a. at least 10 days notice if cancellation is for nonpayment of premium;
 - b. at least 30 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel only:
 - a. for nonpayment of premium; or
 - b. if **your** drivers license or that of:

- i. any driver who lives with you; or
- ii. any driver who customarily uses **your covered auto** has been suspended or revoked.
- c. if the policy was obtained through material misrepresentation or fraud.

B. NONRENEWAL

If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the address shown in this policy. Notice will be mailed 30 days before the end of the policy period.

C. AUTOMATIC TERMINATION

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

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

D. OTHER TERMINATION PROVISIONS

1. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to **our** manuals. However, making or offering to make the refund is not a condition of cancellation.

E. INSUFFICIENT FUNDS

A check given in payment of any premium required for this policy which has not been honored by the payer's bank upon presentation for payment shall render this policy null and void and of no benefit whatsoever for the time period or term of this policy for which such check was written.

BANKRUPTCY

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

FRAUD AND MISREPRESENTATION

The statements made by **you** in the application are deemed to be warranties. Any false or misleading information provided by **you** on the application to **us** which materially affects the acceptance or rating of the risk by us, by either direct misrepresentation, omission, concealment of facts or inconsistent statements, will result in **your** policy being null and void from its effective date. This paragraph shall also apply to misstatement of use and omission of fact. **We** do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or **loss** for which coverage is sought under this policy.

CONFORMITY WITH STATE STATUES

The coverages provided for in Part A and Part C of this policy pertaining to liability and uninsured motorist coverages are intended to be in full conformity with the Mississippi law applying to such coverages. If any provision of such coverages conflicts with such law, such provision is changed to comply with such law.

DECLARATIONS

By accepting this policy, **you** agree that the Declarations page is a part of the policy, that the statements in the Declarations are based on information **you** have given us, that this policy is issued upon the truth of such information and that this policy contains all agreements existing between **you** and **us** or any of **our** agents relating to this insurance.

LOSS PAYABLE CLAUSE

This entire clause is void unless name of the lienholder is inserted in the space provided under the policy declaration or in any endorsement adding a lienholder. Loss or damage under this policy shall be paid to **you** and the loss payee. However, **we** will not pay for **loss** caused by:

- a) Conversion, embezzlement, secretion by **you** or anyone acting on **your** behalf or at **your** direction.

- b) Fraudulent acts or omission by **you** or anyone acting on **your** behalf or at **your** direction.
- c) Any physical damage, exclusions specified in policy form or applicable endorsements.

In case **you** shall not pay **your** premium due under this policy, the lienholder on demand, shall pay the premium. The lienholder shall notify **us** of any change of ownership or increase of hazard upon discovery and unless otherwise authorized, the lienholder on demand shall pay the premium for any increased hazards for the terms of the policy, otherwise the policy shall be deemed null and void.

Further, **we** reserve the right to cancel the policy as provided by the terms. If **we** cancel the policy, **we** shall notify the lienholder at least ten (10) days before the cancellations shall become effective as to the interest of the lienholder. Proof of mailing by **us** shall be proof of notice to lienholder.

If **you** fail to give proof of **loss** as required by the policy terms, the lienholder must do so. The lienholder shall be subject to provisions of the policy relating to appraisal, time of payment and bringing suit.

Whenever **we** shall pay the lienholder any sum for **loss** or damages under the policy and no liability exists to you, **we** shall be subrogated to all rights of the party to whom payments are made. Subrogation shall not impair the rights of the lienholder to recover the full amount of its claim.

In witness whereof, the company caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the declaration page by a duly authorized representative of the company.



PRESIDENT

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 INVESTIGATION 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 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 INFORMATION CONCERNING QUESTIONS, PROBLEMS AND CLAIMS

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** by telephone at: 1-773-299-7500. 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 Mississippi Department of Insurance with **your** complaint.

To contact the Department, write or call:

Mississippi Insurance Department
Consumer Services Divisions
P.O. Box 79
Jackson, MS 39205
601-359-2453 OR 1-800-562-2957
consumer@mid.state.ms.us