



A STOCK COMPANY

LOUISIANA PERSONAL AUTOMOBILE INSURANCE POLICY

IMPORTANT

Do not fail to notify the office of the Company of every accident, however slight, immediately upon its occurrence. If accident is fatal or involves serious injury, telephone at the Company's expense, giving date of inquest if one is to be held. Delay in sending notice may jeopardize your claim rights. Please notify us immediately and send complete report later.

PLEASE READ YOUR POLICY

NOTICE - This policy has been issued based upon the reliance of the statements on the application which is attached hereto. Read it carefully and immediately notify the Company (through your agent) of any misinformation or changes that may occur.

UNIQUE INSURANCE COMPANY

Chicago, Illinois

A Stock insurance Company

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the application and declarations and subject to all of the terms of this policy:

PART I — LIABILITY

A—Bodily Injury Liability; B—Property Damage Liability. To pay on behalf of the insured, but only to the extent of the applicable policy 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 the **owned automobile** or any **non-owned automobile**, and the Company shall defend any suit alleging such **bodily injury** or **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.

The Company's duty to defend, to pay court costs, and to pay judicial interest, ends at such time that **we** have paid the limit of liability in a settlement(s) or a judgment. The Company will not pay to defend any claim made against an **insured** solely for punitive or exemplary damages.

It is further understood and agreed that the Company 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 such suit and legal interest on the amount of any judgment rendered, for which the Company is responsible, which is less than or equal to the limits of liability provided by this policy. The Company's agreement to pay legal interest does not include the payment of legal interest on any part of any judgment rendered against the **insured** which is in excess of the limits of liability provided by this policy or which is excluded from the coverages provided by this policy.
- (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 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;
- (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 the expressed or implied permission;
- (b) With respect to a non-owned automobile,
 - (1) the named insured, provided the **non-owned automobile** is being used by the **named insured** with the expressed or implied permission of its owner.
 - (2) a relative, but only with respect to a private passenger automobile, provided the person using such automobile has received the expressed or implied permission of its owner;
- (c) Any other person or organization legally responsible for the use of
 - (1) any 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.

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 coverages.

Definitions. Under Part I:

“named insured” means the individual named in the declarations and also includes his spouse, while living with him/her;

“insured” means a person or organization described under “Persons Insured”;

“relative” means a person related to the **named insured** or his/her spouse by blood, marriage or adoption that lives with you. It includes your unmarried and unemancipated child away at school.

“spouse” means your husband or wife while living with you.

“automobile” means any owned or nonowned automobile as defined herein.

“vehicle” means a land motor vehicle of the private passenger, pickup body, or cargo van type, designed for operation principally upon public roads, with at least four wheels. However, “vehicle” does not include step vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area.

“owned automobile” means:

(a) a private passenger, farm or utility automobile described in this policy;

(b) a private passenger, farm or utility automobile, ownership of which is acquired by the **named insured** during the policy period provided:

(1) that the acquired automobile replaces an automobile described in this policy; that neither the **named insured** nor any resident of this household retains ownership of the described replaced automobile, and the **named insured** notified the Company in writing within 30 days after the acquisition of his intention to make this policy applicable to such acquired replacement automobile;

(2) that the Company insures all private passenger, farm and utility 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 the date of such acquisition of his election to make this and no other policy issued by the Company applicable to such automobile, or

(c) a temporary substitute automobile:

“temporary substitute automobile” means any private passenger, utility or farm automobile, not owned by the **named insured** or any resident of the same household, while temporarily used as a substitute for the **owned automobile** when the **owned automobile** is being serviced or repaired by a person engaged in the business of selling, repairing, or servicing motor vehicles.

“non-owned automobile” means a private passenger or utility automobile not owned by or furnished for the regular use of either the **named insured** or any **relative** other than a temporary substitute automobile.

“private passenger automobile” means a four wheel private passenger vehicle.

“farm automobile” means a vehicle of the truck type with a load capacity of fifteen hundred pounds or less not used for business or commercial purposes other than farming.

“utility automobile” means a vehicle, other than a farm automobile, with a load capacity of fifteen hundred pounds or less of the pick-up body, sedan delivery or panel truck type not used for business or commercial purposes.

“trailer” means a trailer designed for use with a private passenger automobile while attached to an owned or non-owned vehicle.

“automobile business” means the business or occupation of selling, repairing, servicing, storing 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 incidental to any of the foregoing.

“bodily injury” means physical injury, sickness or disease sustained by a person. This includes death that results from it.

Bodily injury does not include emotional distress or mental anguish unless it arises out of actual physical injury by a person.

“property damage” means (1) the physical injury to or destruction of tangible property due to an

accident during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use has been caused by an **accident** during the policy period.

Exclusions. This policy does not apply under Part I:

- (a) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any automobile while being used as a public or livery conveyance, including delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared expense car pools.
- (b) to **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any insured person. The exclusion applies even if:
 - (1) such insured person lacks the mental capacity to govern his or her own conduct;
 - (2) such **bodily injury** or **property damage** is of a different kind or degree than intended or reasonably expected; or
 - (3) such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such insured person is actually charged with, or convicted of a crime.”

- (c) to **bodily injury** or **property damage** arising out of the operation of farm machinery;
- (d) to **bodily injury** of any fellow employee of the **insured** injured in the course of his employment.
- (e) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**, but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the **insured** unless benefits therefor are in whole or in part either payable or required to be provided under any worker’s compensation law;
- (f) to an **owned automobile** while used in the automobile business, but this exclusion does not apply to the named insured, a relative, a partnership in which the **named insured** or such **relative** is a partner, or any partner, agent or employee of the named insured, such **relative** or partnership;
- (g) 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 a private passenger automobile operated or occupied by the **named insured** or by his private chauffeur or domestic servant, or a trailer used therewith or with an owned automobile;
- (h) to **property damage** to (1) property owned or being transported by the **insured**; (2) to property rented to, used by or in the care of the **insured**, although this exclusion, h(2) does not apply to damage to a residence or private garage; or (3) property as to which the **insured** is for any purpose exercising physical control. This exclusion would not apply to any temporary substitute or rental automobile covered under Part IV of this policy;
- (i) to any automobile, farm automobile or utility 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;
- (j) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle other than an automobile owned by an **insured** while employed or otherwise engaged in business;
- (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 or 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 motor vehicle while used, operated, manipulated or maintained in any 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) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any automobile while being operated or used in the preparation to commit a crime, commission of a crime and/or flight from a crime, other than a traffic violation, regardless of whether or not such insured person is actually charged with, or

convicted of a crime.

- (o) regardless of any other provision of this policy, this policy does not provide for the payment of punitive or exemplary damages.

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 payments 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 due to **bodily injury** liability to one person as the result of any one accident. "**Bodily injury to one person**" includes all injury, including **bodily injury**, and damages to others resulting from this **bodily injury**. This includes, but is not limited to, claims for wrongful death, emotional injury or mental anguish, loss of consortium, loss of society, loss of support, damages for care or loss of services, damages from witnessing the **bodily injury** to another, and all other damages resulting to others resulting from **bodily injury** to one person. The limit of such liability stated in the declarations as applicable to "each accident" is subject to the above provision pertaining to each person for all such damages arising out of **bodily injury** sustained by two or more persons as a 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 person or organizations, including the loss of use thereof, as the result of any one accident.

Other Insurance. If there is other insurance which covers the **insured's** liability with respect to a claim also covered by this policy, Part I of this policy will apply only as excess to such other insurance.

PART II — UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Uninsured/Underinsured Motorists (Damages for Bodily Injury). To pay all sums which the **insured** or legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured/underinsured automobile because of **bodily injury**, sickness or disease, including death resulting therefrom, hereinafter called "**bodily injury**," sustained by the **insured**, caused by an accident and arising out of the ownership, maintenance or use of such uninsured/underinsured automobile. No judgment against any person or organization alleged to be legally responsible for the **bodily injury** 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. If Uninsured Motorist Coverage has been rejected, no coverage is provided under any Section of Part II of the Policy

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

"**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 is entitled to recover because of

bodily injury to which this Part applied sustained by an **insured** under (a) or (b) above.

The insurance afforded under Part II applies separately 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 automobile described in the policy for which a specific premium charge indicates that coverage is afforded;
- (b) a private passenger, farm or utility automobile, ownership of which is acquired by the **named insured** during the policy period, provided:

- (1) it replaces an insured automobile defined in (a) above, and the **named insured** notified the Company in writing within 30 days after the date of said replacement.
- (2) the Company insures under this coverage all private passenger, farm and utility 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 the date of such acquisition of his election to make the Liability and Uninsured/Underinsured Motorists Coverage under this and no other policy issued by the Company applicable to such automobile.
- (c) a temporary substitute automobile for an insured automobile is defined in (a) or (b) above, and
- (d) a **non-owned automobile** while being operated by the named insured; and the term "insured automobile" includes a trailer while being used with an automobile described in (a), (b), (c), or (d) above, but shall not include:
 - (1) any automobile or trailer owned by a resident of the same household as the named insured;
 - (2) any automobile while used as a public or livery conveyance, or
 - (3) any automobile while being used without the expressed or implied permission of the owner.

"**uninsured/underinsured automobile**" includes a trailer of any type and means:

- (a) an automobile or trailer with respect to the ownership, maintenance or use of 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 which does not have sufficient liability coverage or bond to compensate the **insured** for **bodily injury** damages sustained by the **insured** as a result of a covered accident;
- (b) a hit-and-run automobile;
- (c) an automobile with respect to which there is a **bodily injury** liability insurance policy applicable at the time of the accident but the company writing the same is or becomes insolvent subsequent to the date of an accident;
- (d) an automobile that does not collide with an **insured**, an insured automobile, or an automobile which an **insured** is occupying, but only when the **insured** can show, by an independent and disinterested witness, that the damages caused were the result of the actions of the driver of such other automobile.

But, the term "**uninsured/underinsured automobile**" shall not include:

- (1) an insured automobile or an automobile furnished for the regular use of the **named insured** or a relative;
- (2) 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 law;
- (3) an automobile or trailer owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing;
- (4) 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, or
- (5) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

"**hit-and-run automobile**" means an automobile which causes **bodily injury** to an **insured** arising out of physical contact of such automobile with the **insured** or with an automobile which the **insured** is occupying at the time of the accident, provided; (a) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"; (b) the **insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the Company within 30 days thereafter a statement under oath that the **insured** or his 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 (c) at the Company's request, the **insured** or his legal representative makes available for inspection the automobile which the **insured** was occupying at the time of the accident.

"**occupying**" means in or upon.

"**state**" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

EXCLUSIONS. This policy does not apply under Part II:

- (a) **bodily injury** to an **insured** while occupying, either as a passenger or a driver any automobile (other than an insured automobile) owned by or furnished for the regular use of the named insured or a **relative** or through

being struck by such an automobile.

- (b) so 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;
- (c) to any claim for punitive or exemplary damages against the driver of an uninsured/underinsured automobile.
- (d) to **bodily injury** arising out of the ownership, maintenance or use of any automobile while being operated or used in the preparation to commit a crime, commission of a crime and/or flight from a crime, other than a traffic violation, regardless of whether or not such insured person is actually charged with, or convicted of a crime.

Limits of Liability.

- (a) The limits of liability for uninsured/underinsured motorist coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages due to **bodily injury** liability to one person as a result of any one accident. "**Bodily injury** to one person" includes all injury, including **bodily injury**, and damages to others resulting from this **bodily injury**. This includes, but is not limited to, claims for wrongful death, loss of consortium, loss of society, loss of support, damages for care or loss of services and all other damages resulting to others resulting from **bodily injury** to one person. The limit of such liability stated in the declarations as applicable to "each accident" is subject to the above provision respecting each person for all such damages arising out of **bodily injury** sustained by two or more persons as a result of any one accident.
- (b) Any amount payable under the terms of this Part because of **bodily injury** sustained in an accident by a person who is an **insured** under this Part 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/underinsured 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 A 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 this Part to or for any **insured** shall be applied in reduction of the amount of damages which the **insured** may be entitled to recover from any person under A 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/underinsured automobile which represents expenses for medical services paid or payable under Part III.
- (e) If more than one policy issued by this 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.
- (f) The limit for each **insured** is the maximum that the Company will pay for bodily injury of any one person, in any one accident. Damages to other persons shall be included within the same "each insured" limit, which applies to the person who sustained the **bodily injury**, and shall not be entitled to a separate "each person" limit of liability.
- (g) . Subject to this limit for "each person", the limit for "each accident" is the maximum the Company will pay for any damages resulting from the **bodily injury** sustained by two or more persons in any one accident

Uninsured/Underinsured Motorists (Damages for Property Damage). If **Uninsured/Underinsured Automobile Property Damage** is provided by this policy, as reflected on the declarations page hereof, to pay all damages for **property damage** the **named insured** is legally entitled to collect from the owner or driver of an uninsured/underinsured motor vehicle. The **property damage** must be caused by accident arising out of the operation, maintenance or use of an uninsured/underinsured motor vehicle. If Uninsured Motorist Coverage has been rejected, no coverage is provided under any Section of Part II of the Policy

Definitions. For the purposes of the coverage provided for Uninsured/Underinsured Automobile Property Damage, **property damage** means damage to the owned vehicle, as defined in Part I of this policy. For the purposes of the coverage provided for Uninsured/Underinsured Automobile Property Damage, the definition

of "named insured" set forth in Part I of this Policy and the definition of "hit-and-run automobile" set forth in this Part are applicable.

"**uninsured/underinsured automobile**" means:

- (a) an automobile or trailer with respect to the ownership, maintenance or use of which there is no **property damage** 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 which does not have sufficient liability coverage or bond to compensate the **insured** for **property damages** sustained by the **insured** as a result of a covered accident;
- (b) a hit-and-run automobile;
- (c) an automobile with respect to which there is a **property damage** liability insurance policy applicable at the time of the accident by the company writing the same is or becomes insolvent subsequent to the date of an accident;
- (d) an automobile or trailer insured or bonded for **property damage** liability at the time of the accident but for which the limit of liability is less than required by the Financial Responsibility Act of the state wherein the insured automobile is principally garaged.
- (e) an automobile that does not collide with an insured, an insured automobile, or an automobile which an **insured** is occupying, but only when the **insured** can show, by an independent and disinterested witness, that the damages caused were the result of the actions of the driver of such other automobile.

"**diminution in value**" means:

the actual or perceived reduction in market value, if any, in the actual cash value by reason of the fact that the insured vehicle has been damaged and repaired.

Limits of Liability.

1. The limit of our liability for **property damage** is:

- (a) the lesser of: (1) \$25,000;
- (2) the actual cash value; or
- (3) the cost of repair or replacement; and
- (b) less a deductible of \$250.

Subject to the limit of liability, we have the right to settle with the **insured** for the **property damage** in one of the following ways:

- (a) pay the agreed upon actual cash value of the property at the time of the **property damage** in exchange for the damaged property. If the owner keeps the damaged property, we will deduct its value after the accident from our payment. The damaged property cannot be abandoned to us.
- (b) pay to:
 - (1) repair the damaged property or part, or
 - (2) replace the property or part.

If the repair or replacement results in betterment, you must pay for the amount of the betterment.

Actual cash value is determined by the market value, age and condition at the time the **property damage** occurred. Any deductible amount that applies is then subtracted.

2. The cost of repair or replacement is based upon one of the following:

- (a) the cost of repair or replacement agreed upon by the **insured** and us;
- (b) a competitive bid approved by us; or
- (c) an estimate written based upon the prevailing competitive price. The prevailing competitive price means prices charged by a majority of the repair market in the area where the automobile is to be repaired as determined by a survey made by us. If the **insured** asks, we will identify some facilities that will perform the repairs at the prevailing competitive price. We will include in the estimate parts sufficient to restore the vehicle to its pre-loss condition. The **insured** agrees with us that such parts may include either parts furnished by the vehicle's manufacturer or parts from other sources including non-original equipment manufacturers.

Any deductible amount that applies is then subtracted.

Any amount payable under this coverage shall be reduced by any amount paid or payable.

- (a) to or for you, and
- (b) by or for any person or organization who is or may be held legally liable for the **property damage** sustained by

you.

3. The limits of liability are not increased because more than one vehicle is insured under this policy.
4. If we repair the property, we shall not be responsible for any diminution in value of the property caused by the loss.

EXCLUSIONS. This policy does not apply under Part II:

- (a) To the extent it benefits:
 - (1) any governmental body or agency;
 - (2) Any insurer of property;
- (b) For the first two hundred fifty dollars of **property damage** resulting from one accident;
- (c) For **property damage** for which you have collected or may collect from other property or physical damage insurance;
- (d) For **property damage** from being struck by a motor vehicle owned or leased by the **named insured**, his/her **spouse**, or any **relative**;
- (e) If there is other uninsured/underinsured motor vehicle **property damage** coverage;
- (f) If there is other similar uninsured/underinsured automobile coverage on a *newly acquired car*.
- (g) to **property damage** arising out of the ownership, maintenance or use of any automobile while being operated or used in the preparation to commit a crime, commission of a crime and/or flight from a crime, other than a traffic violation, regardless of whether or not such insured person is actually charged with, or convicted of a crime.

Other Insurance. With respect to **bodily injury** and **property damage** to an **insured** while occupying an automobile not owned by the named insured, the insurance under Part II shall apply only as excess insurance over any other similar insurance available to such **insured** and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the **insured** has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of applicable limits of liability of this insurance and such other insurance.

PART III — EXPENSES FOR MEDICAL SERVICES

Medical Payments. To pay all reasonable expenses incurred as a result of injuries caused by a covered accident and which are diagnosed within 1 year of the accident and which are reported to the insurer within 3 years of the accident for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

Division 1. 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 2. To or for any other person who sustains **bodily injury**, caused by accident, while occupying:

- (a) the owned 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 that the amount of such payment shall be applied toward the settlement of any claim or the satisfaction of any judgment for damages entered in his favor, against any **insured** because of **bodily injury** arising out of an accident to which the Liability Coverage applies.

Definitions. The definitions under Part I apply to Part III, under Part III.

"**occupying**": means in or upon.

EXCLUSIONS. This policy does not apply under Part III to **bodily injury**, sickness, disease or death:

- (a) sustained while occupying (1) an **owned automobile** while used as a public or livery conveyance, or (2) any vehicle used as a residence or premises;

- (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 an "owned automobile," or (2) while occupying or through 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 other than the **named insured** or a relative, resulting from use of (1) a **non-owned automobile** in the automobile business or as a public or livery conveyance, or (2) a **non-owned automobile** in any other business or occupation, except operation or occupancy of a private passenger automobile by the **named insured** or by his private chauffeur or domestic servant or of a trailer used therewith or with an owned automobile;
- (d) 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;
- (e) to injury, sickness, disease, death or loss due to war;
- (f) to the extent that any medical expense is paid or payable to or on behalf of the injured person under the provisions of any (1) automobile or premises insurance affording benefits for medical expenses, (2) individual, blanket or group accident, disability or hospitalization insurance, (3) medical or surgical reimbursement plan or (4) worker's compensation or disability benefits law or any similar law;
- (g) resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- (h) arising out of the operation of any automobile insured under this policy, which is designed for racing while being tested, repaired or serviced, or to any automobile or motor vehicle while used, operated, manipulated or maintained in any prearranged or organized race or speed test, including "hot rod" or "stock car" racing.
- (i) sustained in the preparation to commit a crime, commission of a crime and/or flight from a crime, other than a traffic violation, regardless of whether or not such insured person is actually charged with, or convicted of a crime.

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 this 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 automobile medical payments insurance against a loss covered by Part III of this policy the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability of all valid and collectible automobile medical payments insurance; provided, however, the insurance with respect to a temporary substitute automobile or **non-owned automobile** shall be excess insurance over any other valid and collectible automobile medical payments insurance.

PART IV — PHYSICAL DAMAGE

A. - COMPREHENSIVE (EXCLUDING COLLISION).

At the Company's option to have repaired or to pay for loss caused other than by collision to the owned 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 as applicable hereto. For the purpose of this coverage, contact with animals, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood malicious mischief or vandalism, riot or civil commotion shall not be deemed to be loss cause by collision.

B. - COLLISION.

At the Company's option to have repaired or to pay for loss caused by collision to the **owned 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 as applicable hereto.

C. - TOWING AND LABOR COSTS.

To pay for towing and labor costs necessitated by the disablement of the **owned automobile** or of any non-owned automobile, provided the labor is performed at the place of disablement: \$50.00 maximum.

SUPPLEMENTARY PAYMENTS. In addition to the applicable limit of liability:

- (a) to reimburse the **insured** for transportation expenses not exceeding \$8 per day or totaling more than \$200, incurred during the period commencing 72 hours after a theft covered by this policy of the entire automobile which 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 tenders settlement for such theft.
- (b) to pay general average and salvage charges for which the **insured** becomes legally liable as to the automobile being transported.

D. - RENTAL CAR BENEFIT.

- (a) If a covered comprehensive or collision loss, in excess of the applicable deductible, occurs to an owned automobile, the Company will pay for expense incurred for the rental of an automobile from a properly licensed public automobile rental agency. The maximum daily rate and the maximum covered days are each limited as specified in the policy declaration. Reimbursement will be for the period beginning 12:01 a.m. on the day following:

Losses Other Than Theft of the Entire Automobile

- (1) The day the **owned automobile** is delivered to a garage for repairs after repairs have been authorized by the owner of the vehicle and estimated by the Company, and terminating on 12:01 a.m. on the day following completion of repairs or
- (2) The day the loss is reported to the Company, if the Company determines that the vehicle is a total loss, and terminating 12:01 a.m. on the day following an offer made by the Company for the actual cash value of the vehicle, less any applicable deductible.

Theft of the Entire Automobile

The latter of the day the theft is reported to the Company and the day the theft is reported to the police and terminating on 12:01 a.m. on the day the automobile is recovered before settlement, terminating on 12:01 a.m. on the day following completion or repair.

- (b) Theft of the entire automobile and any subsequent damage following the theft and before repairs are completed, shall be considered a single loss. This benefit is not payable for any period that the automobile is in the possession of any **insured** and is drivable.

Definitions. The definitions of “named insured,” “relative,” “owned automobile,” “temporary substitute automobile,” “private passenger automobile,” “farm automobile,” “utility automobile,” “automobile business” and “war” in Part I apply to Part IV, and under Part IV.

“**insured**” means (a) with respect to the **owned 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 other bailee for hire, maintaining, using or having custody of said automobile with the expressed or implied 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 expressed or implied permission of the owner. “**non-owned automobile**” means an automobile not owned by or furnished for the regular use of either the **named insured** or any relative, other than a temporary substitute automobile, while said automobile is in the possession or custody of the **insured** or is being operated by him;

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

“**collision**” means collision of any automobile covered by this policy with another object or with a vehicle to which it is attached or by upset of such automobile;

“**trailer**” means a trailer designed for use with a private passenger automobile while attached to an owned or non-owned vehicle.

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

“diminution in value” means the actual or perceived reduction in market value, if any, in the actual cash value by reason of the fact that the insured vehicle has been damaged and repaired.

EXCLUSIONS. This policy does not apply under Part IV:

- (a) to any automobile while used as a public or livery conveyance;
- (b) to loss of equipment which is not installed by the manufacturer of the automobile named in the policy for that make, model, and model year;
- (c) to loss of equipment which is available from manufacturers of the automobile named in the policy for that make, model, and model year, but which is not permanently installed in the dash or console opening specified by the manufacturers of the automobile for the installation of such equipment;
- (d) to loss due to war, declared or undeclared;
- (e) to loss to a **non-owned automobile** arising out of its use by the **insured** in the automobile business;
- (f) to loss to a private passenger, farm or utility automobile or trailer owned by the **named insured** and not described in this policy or to any temporary substitute automobile therefore, if the **insured** has other valid and collectible insurance against such loss;
- (g) 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;
- (h) to tires, unless damaged by fire, malicious mischief, vandalism, stolen or unless loss be coincident with and from same cause as other loss covered by this policy;
- (i) to loss due to radioactive contamination;
- (j) under B of this part, to breakage of glass if insurance with respect to such breakage is otherwise afforded;
- (k) to loss to any automobile designed for racing while being tested, repaired or serviced or to any automobile or motor vehicle while used, operated, manipulated or maintained in any prearranged or organized race or speed test including “hot rod” or “stock car” racing;
- (l) 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 motor vehicle for the installation of such equipment;
- (m) to loss 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;
- (n) to loss with respect to an automobile, ownership of which is acquired by the **named insured** during the policy period, the **named insured** has not notified the Company in writing within 30 days of such acquisition of his election to make Part IV of this policy applicable to such automobile;
- (o) to loss due to theft under Coverage (A) of this part if evidence exists that forcible entry was not required to gain access to the automobile;
- (p) to loss to any custom furnishings or equipment in or upon any pick-up, panel truck or van, including, 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;
- (q) to damage intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any insured person or any other person residing with the **insured** at the time of the loss. This exclusion applies even if:
 - (1) such insured person lacks the mental capacity to govern his or her own conduct.
 - (2) such damage is of a different kind or degree than intended or reasonably expected; or
 - (3) such damage is sustained by a different person than intended or reasonably expected.This exclusion applies regardless of whether or not such insured person is actually charged with, or convicted of a crime.
- (r) to any loss arising out of or during its use for the transportation of hazardous substance, flammable liquid, or similarly hazardous material.

(s) to damage arising out of the ownership, maintenance or use of any automobile while being operated or used in the preparation to commit a crime, commission of a crime and/or flight from a crime, other than a traffic violation, regardless of whether or not such insured person is actually charged with, or convicted of a crime.

Limit of Liability. The Company's liability for all losses under Part IV except for non-owned trailers shall not exceed the smallest of the following:

- (a) the actual cash value of stolen or damaged property or part thereof at the time of the loss;
- (b) the amount necessary to repair the damaged property at the time of the loss. If we repair the property, we shall not be responsible for any diminution in value of the property caused by the loss.
- (c) the amount necessary to replace the stolen or damaged property at the time of the loss with like kind and quality property less depreciation;

The Company's liability for loss under Part IV for non-owned trailers shall not exceed \$500.

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

CONDITIONS

(Unless otherwise noted, conditions apply to all Parts.)

1. Policy Period, Territory. This policy applies only to accidents, occurrences and loss 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 a successive policy period by payment of the required premium to the Company on or before the effective date of such 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 at the time that the application for the initial policy is completed and accepted by the agent of the Company or at the time that any renewal premium is received by the Company or its agent. Each policy period shall end at 12:01 a.m. on the expiration date stated on the policy Declaration or Endorsement page.

2. Premium. If the **named insured** disposes of or replaces a private passenger, farm or utility automobile, he shall inform the Company in writing within 30 days of such change. If the **named insured** acquires ownership of an additional private passenger, farm or utility automobile, he shall inform the Company in writing within 30 days following the date of its delivery of his election to make this policy applicable to such owned 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 automobiles or trailers and a description thereof.

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 circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the Company or any of its authorized agents 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 the insured, he shall immediately forward to the Company every demand notice, summons or other process received by him or his representative.

If before, the Company makes payments of loss under Part II, the **insured** or his 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 legal representative.

4. Two or More Automobiles - Parts I, III, and IV. 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 with respect to the limits of liability under Part I of this policy, and separate automobiles under Part IV of

this policy, including any deductible provisions applicable thereto.

5. 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 accident.

After notice of claim under any part of this policy, the Company may require the **insured** to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the **bodily injury**. If the Company makes any payment under this Policy and the **person** to whom payment has been made has a right to recover damages from another, the Company shall be subrogated to that right. However, **our** right to recover is subordinate to the insured's **persons** right to full compensation for his damages.

6. Uninsured/Underinsured Motorist Coverage - Part II. Pursuant to Louisiana Statute 22:1295, the **named insured** acknowledges that he/she has the right to select uninsured/underinsured motorist vehicle coverage in an amount equal to the limits of **bodily injury** liability, or select uninsured/underinsured motor vehicle coverage in an amount less than the limit of **bodily injury** liability, or reject uninsured/underinsured motor vehicle coverage completely.

7. Medical Reports; Proof and Payment of Claim Part III. As soon as practicable the injured person or someone on his belief shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require.

The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except thereunder, of the Company.

8. Insured's Duties in Event of Loss - Part IV. In the event of loss the **insured** shall:

- (a) protect the automobile, whether or not the loss is covered by this policy, and any future 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, or as soon thereafter as practicable his sworn proof of loss in such form and including such information as the Company may reasonably require and shall, upon the Company's request, make available to the Company the damaged property and submit to examination under oath.

9. Proof of Claim; Medical Reports - Part II. As soon as practicable, the **insured** or other person making claim shall give to the Company written proof, 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. The **insured** and every other person making claim shall submit to examinations 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 shall submit to physical examinations by physicians selected by the Company when and as often as the Company may reasonably require and he/her, or in the event of his incapacity his/her legal representative, or in the event of his/her death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports and copies of records.

10. Payment of Loss. Any amount due to the **insured** is payable (a) to the **insured**, or (b) if the **insured** be a minor to his parent or guardian, or (c) if the **insured** be deceased to his/her surviving **spouse** within 30 days of satisfactory proof of loss.

Part IV. 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.

Loss Payee Agreement. Payment for damage to a covered vehicle will be made according to your interest and the interest of any Loss Payee or Lienholder shown on the Declaration Page or designated by you. Payment may be made to both jointly, or separately, at our discretion. Unless there has been secretion, conversion, or embezzlement by the insured, the Loss Payee or Lienholder's interest will be protected.

11. No Benefit to Bailee - Part IV. The insurance afforded by this policy shall not insure directly or indirectly to the benefit of any carrier or other bailee for hire liable for loss to the automobile.

12. Subrogation. To the extent that benefits are provided or paid under this

Policy, we shall be subrogated to all rights of recovery which any Covered **Insured** may acquire against any other party for the recovery of the amount paid under this Policy, however our right of subrogation is secondary to the right of the Covered **Insured** to be fully compensated for his damages. The Covered **Insured** agrees to deliver all necessary documents or papers, to execute and deliver all necessary instruments, to furnish information and assistance, and to take any action we may require to facilitate enforcement of our right of subrogation. We agree to pay our portion of the **insured's** Person's attorneys' fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under this policy pursuant to our right of subrogation.

13. Right of Reimbursement. To the extent that benefits are provided or paid under this Policy (Benefit Plan) the Covered Insured (Member) agrees that if he fully recovers his damages from a third party, then he will reimburse us the portion of the damages recovered for the expenses incurred by the Covered Insured that were provided or paid by us. We agree to pay our portion of the Insured Person's attorneys' fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under this policy pursuant to our right of reimbursement.

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. Nor shall it stop the Company from asserting any right under the terms of the policy nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

This Policy contains all the agreements between the company and the named insured. Its terms may not be changed or waived except by endorsement. If a change requires a premium adjustment, the adjustment will be as of the effective date of the change.

If the Policy has been in effect for less than sixty (60) days, the premium may increase only when there has been a material change in the circumstances from those stated in the application for the Policy. If the premium increase based on such a material change in these circumstances, within the first sixty (60) days of the effective date of the policy, you will be sent a billing notice and an explanation of any premium increase or a statement. The notice of additional premium shall be mailed or delivered at least thirty (30) days prior to the date that the additional premium is due.

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 **spouse** if a resident of the same household, shall die, this policy shall cover (1) the survivor as named insured, (2) his legal representative as **named insured** but only while acting within the scope of his duties as such, (3) any person having proper temporary custody of an owned automobile, as an insured, until the appointment and qualification of such legal representative, and (4) under Division 1 of Part III any person who was a **relative** at the time of such death.

16. Misrepresentation. This policy shall be voidable, at our option, if the **named insured** or any other **insured** has, with intent to deceive, conceal or misrepresent any material fact concerning any matter regarding completion of the application.

17. Cancellation. This policy may be cancelled by the **named insured** or by a premium finance company delivering the request 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.

The Company may cancel this policy within the first sixty (60) days from the effective date of the insurance policy by mailing notice of cancellation to the named insured at the address shown on the declaration page:

1. At least ten (10) days notice, if cancellation is for non-payment of premium.
2. At least thirty (30) days notice, via mail, in all other cases.

If the Policy has been in effect for sixty (60) days or more, or if it is a renewal, it may be cancel only for nonpayment of premium, fraud or material misrepresentation in the presentation of a claim or the suspension or revocation of the driver's license or motor vehicle registration of the named insured or any other operator who either resides in the same household or customarily uses your insured auto, during the policy period, subject to:

1. At least ten (10) days notice for non-payment of premium.
2. At least thirty (30) days notice, via certified mail, in all other cases.

If premium is paid with a check or other negotiable instrument which is returned for insufficient funds (NSF), for lack of credit, because the account is closed or payment is stopped, or for any other reason which results in non-payment, the policy will be canceled from the date the premium payment was due. The policy will be reinstated effective from the date the premium payment was due for the term of the policy only if paid with a cashier's check or money order for the full amount of the returned check or other negotiable instrument within ten days of the date that the notice of cancellation was mailed. If received within the ten-day period, the policy will be reinstated from the date that the premium was due. If payment is not received the money within the ten-day period, the cancellation of the policy will remain effective

18. Non-Renewal. The company may terminate the policy at its expiration date by mailing to the insured's last known address a Notice of Non-Renewal in lieu of a Renewal notice. The notice will give at least 20 days advance notice of the company's intention not to renew.

19. Declarations. By the acceptance of the policy, the named insured agrees that the statements contained in the application, a copy of which is attached to and forms a part of this policy, have been made by him or on his behalf and that said statements and the statements in the declarations and in any subsequent application by the Company are offered as an inducement to the Company to issue or continue this policy and that the same are his agreements and representations, and that this policy is issued and continued in reliance upon the truth of such statements and representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its president, but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized representative of the Company.