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**Automobile Policy Booklet from Travelers**

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# YOUR PERSONAL AUTO POLICY QUICK REFERENCE

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## Edition 6 of Policy Forms 101 and LP

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# PERSONAL AUTO POLICY

**Travelers Property Casualty Companies**

**Hartford, Connecticut**

**(Each a Stock Insurance Company)**

## AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

## DEFINITIONS

1. Throughout this policy, "you" and "your" refer **I.** "Trailer" means a vehicle designed to be pulled to: by a:
   1. The "named insured" shown in the Declara- 1. Private passenger auto; or tions; and 2. Pickup or van.
   2. The spouse if a resident of the same

household.

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

1. "We", "us" and "our" refer to the Company shown in the Declarations providing this in-

**J.** "Your covered auto" means:

surance. 1. Any vehicle shown in the Declarations.

1. For purposes of this policy, a private passenger type auto shall be deemed to be owned by a
2. Any of the following types of vehicles on the date you become the owner:

person if leased: a. a private passenger auto; or

* 1. Under a written agreement to that person; b. a pickup or van. and

This provision (J.2.) applies only if:

* 1. For a continuous period of at least 6 a. you acquire the vehicle during the months. policy period;

Other words and phrases are defined. They are in b. you ask us to insure it within 30 days

quotation marks when used. after you become the owner; and

1. "Bodily injury" means bodily harm, sickness or c. with respect to a pickup or van, no disease, including death that results. other insurance policy provides
2. "Business" includes trade, profession or occupa- tion.

coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the

1. "Family member" means a person related to same coverage as the vehicle it replaced.

you by blood, marriage or adoption who is a You must ask us to insure a replacement resident of your household. This includes a vehicle within 30 days only if:

ward or foster child.

1. you wish to add or continue Damage to
2. "Occupying" means in, upon, getting in, on, out Your Auto Coverages; or

or off. b. it is a pickup or van used in any "busi-

1. "Property damage" means physical injury to, destruction of or loss of use of tangible proper- ty.

ness" other than farming or ranching.

If the vehicle you acquire is in addition to other vehicle described in this definition any shown in the Declarations, it will have which is out of normal use because of its:

the broadest coverage we now provide for a. breakdown; d. loss; or

any vehicle shown in the Declarations.

1. repair; e. destruction.
   1. Any "trailer" you own. c. servicing;
   2. Any auto or "trailer" you do not own while used as a temporary substitute for any

## LIABILITY

**Coverage A - Bodily In jury Coverage B - Property Damage**

### INSURING AGREEMENT SUPPLEMENTARY PAYMENTS

1. We will pay damages for "bodily injury"

(Coverage A) or "property damage" (Coverage

In addition to our limit of liability, we will pay on behalf of an "insured":

B) for which any "insured" becomes legally 1. Up to $250 for the cost of bail bonds re- responsible because of an auto accident. quired because of an accident, including re- Damages include pre-judgment interest lated traffic law violations. The accident awarded against the "insured". We will settle or must result in "bodily injury" or "property defend, as we consider appropriate, any claim damage" covered under this policy.

or suit asking for these damages. In addition to

our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend

2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.

ends when our limit of liability for these 3. Interest accruing after a judgment is coverages has been exhausted. We have no entered in any suit we defend. Our duty to duty to defend any suit or settle any claim for pay interest ends when we offer to pay that "bodily injury" or "property damage" not part of the judgment which does not ex-

covered under this policy. ceed our limit of liability for these

1. "Insured" as used in these coverages means:
   1. You or any "family member" for the owner- ship, maintenance or use of any auto or

"trailer".

* 1. Any person using "your covered auto".
  2. For "your covered auto", any person or or- ganization but only with respect to legal

coverages.

* 1. Up to $50 a day for loss of earnings, but

not other income, because of attendance at hearings or trials at our request.

* 1. Other reasonable expenses incurred at our request.

### EXCLUSIONS

responsibility for acts or omissions of a per- **A.** We do not provide Liability Coverages for any these Liability Coverages.

person:

son for whom coverage is afforded under

4. For any auto or "trailer", other than "your covered auto", any other person or or-

1. Who intentionally causes "bodily injury" or "property damage".

ganization but only with respect to legal 2. For damage to property owned or being responsibility for acts or omissions of you transported by that person.

or any "family member" for whom coverage 3. For damage to property: is afforded under these Liability

Coverages. This provision (B.4.) applies

* 1. rented to;

only if the person or organization does not b. used by; or

own or hire the auto or "trailer". c. in the care of; that person.

This exclusion (A.3.) does not apply to mination upon exhaustion of its limit of

damage to a residence or private garage. liability.

1. For "bodily injury" to an employee of that A nuclear energy liability policy is a policy person during the course of employment. issued by any of the following or their suc- This exclusion (A.4.) does not apply to cessors:

"bodily injury" to a domestic employee un- a. American Nuclear Insurers;

less workers' compensation benefits are re- b. Mutual Atomic Energy Liability Under-

quired or available for that domestic writers; or

employee.

1. For that person's liability arising out of the ownership or operation of a vehicle while it

c. Nuclear Insurance Association of Canada.

is being used to carry persons or property **B.** We do not provide Liability Coverages for the for a fee. This exclusion (A.5.) does not ownership, maintenance or use of:

apply to a share-the-expense car pool. 1. Any motorized vehicle having fewer than

1. While employed or otherwise engaged in four wheels.

the "business" of: 2. Any vehicle, other than "your covered

* 1. selling; d. storing; or auto", which is:
  2. repairing; e. parking; a. owned by you; or
  3. servicing; b. furnished or available for your regular

vehicles designed for use mainly on public

use.

highways. This includes road testing and 3. Any vehicle, other than "your covered delivery. This exclusion (A.6.) does not auto", which is:

apply to the ownership, maintenance or use a. owned by any "family member"; or

of "your covered auto" by:

1. you;
2. any "family member"; or
3. any partner, agent or employee of you or any "family member".

b. furnished or available for the regular use of any "family member".

However, this exclusion (B.3.) does not apply to your maintenance or use of any vehicle which is:

1. Maintaining or using any vehicle while that a. owned by a "family member"; or

person is employed or otherwise engaged b. furnished or available for the regular ranching) not described in Exclusion A.6.

use of a "family member".

in any "business" (other than farming or

This exclusion (A.7.) does not apply to the **LIMIT OF LIABILITY**

maintenance or use of a:

* 1. private passenger auto;
  2. pickup or van that you own; or
  3. "trailer" used with a vehicle described in a. or b. above.

### Single Liability Limit

* 1. If the Declarations show a single limit of liability for Coverage A and Coverage B combined, this limit is our maximum limit of liability for all damages for "bodily in-

1. Using a vehicle without a reasonable belief jury" and "property damage" resulting from that that person is entitled to do so. any one auto accident. This is the most we
2. For "bodily injury" or "property damage" for which that person:
   1. is an insured under a nuclear energy

will pay regardless of the number of:

1. "Insureds";
2. Claims made;

liability policy; or c. Vehicles or premiums shown in the

b. would be an insured under a nuclear energy liability policy but for its ter-

Declarations; or

d. Vehicles involved in the auto accident. **OUT OF STATE COVERAGE**

2. We will apply the limit of liability to pro- If an auto accident to which this policy applies oc- vide any separate limits required by law for curs in any state or province other than the one in bodily injury and property damage liability. which "your covered auto" is principally garaged,

However, this provision (A.2.) will not we will interpret your policy for that accident as fol- change our total limit of liability. lows:

1. **Split Liability Limits A.** If the state or province has:

If the Declarations show separate limits of liability for Coverage A and Coverage B, the limit of liability shown in the Declarations for each person for Coverage A is our maximum limit of liability for all damages, including

* 1. A financial responsibility or similar law specifying limits of liability for "bodily in- jury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.

damages for care, loss of services or death, aris- 2. A compulsory insurance or similar law re- ing out of "bodily injury" sustained by any one quiring a nonresident to maintain insurance person in any one auto accident. Subject to this whenever the nonresident uses a vehicle in limit for each person, the limit of liability that state or province, your policy will pro- shown in the Declarations for each accident vide at least the required minimum

for Coverage A is our maximum limit of amounts and types of coverage.

liability for all damages for "bodily injury"

resulting from any one auto accident. The limit

of liability shown in the Declarations for each accident for Coverage B is our maximum limit of liability for all "property damage" resulting

**B.** No one will be entitled to duplicate payments

for the same elements of loss.

### FINANCIAL RESPONSIBILITY

from any one auto accident. These limits are When this policy is certified as future proof of the most we will pay regardless of the number financial responsibility, this policy shall comply of: with the law to the extent required.

1. "Insureds"; **OTHER INSURANCE**
2. Claims made; If there is other applicable liability insurance we
3. Vehicles or premiums shown in the Decla- will pay only our share of the loss. Our share is the rations; or proportion that our limit of liability bears to the
4. Vehicles involved in the auto accident.

total of all applicable limits. However, any in- surance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

## MEDICAL PAYMENTS

**Coverage C**

**INSURING AGREEMENT B.** "Insured" as used in this coverage means:

1. We will pay reasonable expenses incurred for
   1. You or any "family member":

necessary medical and funeral services because a. while "occupying"; or

of "bodily injury": b. as a pedestrian when struck by;

* + 1. Caused by accident; and a motor vehicle designed for use mainly on
    2. Sustained by an "insured". public roads or a trailer of any type.

We will pay only those expenses incurred within 3 years from the date of the accident.

2. Any other person while "occupying" "your covered auto".

**EXCLUSIONS** c. civil war;

We do not provide Medical Payments Coverage

1. insurrection; or

for any person for "bodily injury": e. rebellion or revolution.

* 1. Sustained while "occupying" any motorized 10. From or as a consequence of the following, vehicle having fewer than four wheels. whether controlled or uncontrolled or how-
  2. Sustained while "occupying" "your covered

ever caused:

auto" when it is being used to carry persons a. nuclear reaction;

or property for a fee. This exclusion (2.) b. radiation; or

does not apply to a share-the-expense car

pool.

* 1. Sustained while "occupying" any vehicle lo-

c. radioactive contamination.

### LIMIT OF LIABILITY

cated for use as a residence or premises. **A.** The limit of liability shown in the Declarations

* 1. Occurring during the course of employ- for this coverage is our maximum limit of

ment if workers' compensation benefits are liability for each person injured in any one acci- required or available for the "bodily injury". dent. This is the most we will pay regardless of

* 1. Sustained while "occupying", or when

the number of:

struck by, any vehicle (other than "your 1. "Insureds";

covered auto") which is: 2. Claims made;

* + 1. owned by you; or
    2. furnished or available for your regular use.
  1. Sustained while "occupying", or when

1. Vehicles or premiums shown in the Decla- rations; or
2. Vehicles involved in the accident.

struck by, any vehicle (other than "your We will, however, double the applicable limit covered auto") which is: of liability for you or any "family member" if

* 1. owned by any "family member"; or
  2. furnished or available for the regular

wearing a properly installed seat belt at the time of the accident.

use of any "family member". **B.** Any amounts otherwise payable for expenses

However, this exclusion (6.) does not apply to you.

1. Sustained while "occupying" a vehicle

without a reasonable belief that that per- son is entitled to do so.

under this coverage shall be reduced by any amounts paid or payable for the same expenses under Coverage A or Coverage D.

**C.** No payment will be made unless the injured person or that person's legal representative

agrees in writing that any payment shall be ap-

1. Sustained while "occupying" a vehicle when it plied toward any settlement or judgment that is being used in the "business" of an "insured". person receives under Coverage A or

This exclusion (8.) does not apply to "bodily Coverage D.

injury" sustained while "occupying" a:

* 1. private passenger auto;
  2. pickup or van that you own; or
  3. "trailer" used with a vehicle described in a. or b. above.

### OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss.

Our share is the proportion that our limit of liability bears to the total of all applicable limits.

1. Caused by or as a consequence of: However, any insurance we provide with respect to
   1. discharge of a nuclear weapon (even if accidental);
   2. war (declared or undeclared);

a vehicle you do not own shall be excess over any other collectible auto insurance providing pay- ments for medical or funeral expenses.

## UNINSURED MOTORISTS

**Coverage D**

**INSURING AGREEMENT** c. "your covered auto".

1. We will pay damages which an "insured" is legal- ly entitled to recover from the owner or

operator of an "uninsured motor vehicle" be-

1. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

cause of "bodily injury": a. denies coverage; or

* 1. Sustained by an "insured"; and b. is or becomes insolvent.
  2. Caused by an accident. However, "uninsured motor vehicle" does not

The owner's or operator's liability for these

include any vehicle or equipment:

damages must arise out of the ownership, main- 1. Owned by or furnished or available for the tenance or use of the "uninsured motor regular use of you or any "family member". vehicle". 2. Owned or operated by a self-insurer under

Any judgment for damages arising out of a suit

any applicable motor vehicle law.

brought without our written consent is not 3. Owned by any governmental unit or agency. binding on us.

1. "Insured" as used in this coverage means:
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads
   1. You or any "family member". while not on public roads.
   2. Any other person "occupying" "your 6. While located for use as a residence or covered auto". premises.
   3. Any person for damages that person is en- **EXCLUSIONS**

titled to recover because of "bodily injury"

to which this coverage applies sustained by **A.** We do not provide Uninsured Motorists

a person described in 1. or 2. above. Coverage for "bodily injury" sustained by any

1. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
   1. To which no bodily injury liability bond or policy applies at the time of the accident.
   2. To which a bodily injury liability bond or

person:

1. While "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

policy applies at the time of the accident. 2. If that person or the legal representative In this case its limits for bodily injury settles the "bodily injury" claim without our

liability must be less than the minimum consent.

limits for bodily injury liability specified by

the financial responsibility law of the state

in which "your covered auto" is principally garaged.

* 1. Which is a hit and run vehicle whose

operator or owner cannot be identified and which hits:

* + 1. you or any "family member";
    2. a vehicle which you or any "family mem- ber" are "occupying"; or

1. While "occupying" "your covered auto"

when it is being used to carry persons or property for a fee. This exclusion (A.3.) does not apply to a share-the-expense car pool.

1. Using a vehicle without a reasonable belief that that person is entitled to do so.
2. This coverage shall not apply directly or in- may be legally responsible. This includes all directly to benefit any insurer or self-insurer sums paid under Coverage A; and

under any of the following or similar law: 2. Paid or payable because of the "bodily in-

* 1. workers' compensation law; or jury" under any of the following or similar
  2. disability benefits law.

law:

* + 1. workers' compensation law; or

**LIMIT OF LIABILITY** b. disability benefits law.

1. **Single Limit D.** Any payment under this coverage will reduce

If the Declarations show a single limit of liability for Coverage D, this limit is our maximum limit

any amount that person is entitled to recover for the same damages under Coverage A.

of liability for all damages for "bodily injury" resulting from any one accident. This is the most

**OTHER INSURANCE**

we will pay regardless of the number of: If there is other applicable similar insurance we

* 1. "Insureds";

will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the

* 1. Claims made; total of all applicable limits. However, any in-
  2. Vehicles or premiums shown in the Decla- rations; or
  3. Vehicles involved in the accident.

### Split Limits

If the Declarations show separate limits of liability for each person and each accident, the limit of liability shown for each person for

surance we provide with respect to a vehicle you do not own shall be excess over any other collec- tible insurance.

### ARBITRATION

1. If we and an "insured" do not agree:
   1. Whether that person is legally entitled to recover damages under this coverage; or

Uninsured Motorists Coverage is our maximum 2. As to the amount of damages; limit of liability for all damages, including

damages for care, loss of services or death, aris- ing out of "bodily injury" sustained by any one

person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Unin- sured Motorists Coverage is our maximum limit

either party may make a written demand for ar-

bitration. In this event, each party will select an arbitrator. The two arbitrators will select a

third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

of liability for all damages for "bodily injury" **B.** Each party will: resulting from any one accident. These limits

are the most we will pay regardless of the num- 1. Pay the expenses it incurs; and

ber of: 2. Bear the expenses of the third arbitrator

1. "Insureds"; equally.
2. Claims made; **C.** Unless both parties agree otherwise, arbitra-
3. Vehicles or premiums shown in the Decla- rations; or

tion will take place in the county in which the "insured" lives. Local rules of law as to proce- dure and evidence will apply. A decision

1. Vehicles involved in the accident. agreed to by two of the arbitrators will be bind-

**C.** Any amounts otherwise payable for damages

ing as to:

under this coverage shall be reduced by all 1. Whether the "insured" is legally entitled to sums: recover damages; and

1. Paid because of the "bodily injury" by or on 2. The amount of damages. This applies only behalf of persons or organizations who if the amount does not exceed the mini-

mum limit for bodily injury liability

specified by the financial responsibility law If this demand is not made, the amount of of the state in which "your covered auto" is damages agreed to by the arbitrators will be principally garaged. If the amount exceeds binding.

that limit, either party may demand the

right to a trial. This demand must be made within 60 days of the arbitrators' decision.

**D.** Instead of this method, we and the "insured" may agree to use another method of arbitration.

## DAMAGE TO YOUR AUTO

**Coverage E - Collision Coverage F - Comprehensive**

## (Other than Collision) Coverage G - Rental Reimbursement Coverage I - Towing and Labor Costs

**INSURING AGREEMENT** However, this coverage does not apply when there is a total theft of the auto.

### Collision and Comprehensive (Other than Col-

**lision).** We will pay for direct and accidental Our payment will be limited to that period of loss to "your covered auto" or any "non-owned time reasonably required to repair or replace auto", including their equipment, minus any ap- the auto. We will pay up to the amount per day plicable deductible shown in the Declarations. to a maximum amount as shown in the Declara- We will pay for loss to "your covered auto" tions.

caused by:

**C. Towing and Labor Costs.** We will pay towing

* 1. "Collision" only if the Declarations indicate and labor costs incurred each time "your

that Coverage E - Collision is provided covered auto" or any "non-owned auto" is dis- for that auto. abled, up to the limit of liability shown in the

* 1. Other than "collision" only if the Declara- tions indicate that Coverage F - Com-

prehensive is provided for that auto.

Declarations for Coverage I - Towing and Labor Costs as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage

If there is loss to a "non-owned auto", we will applicable to any "your covered auto" shown in provide the broadest coverage applicable to the Declarations. We will only pay for labor any "your covered auto" shown in the Declara- performed at the place of disablement.

tions.

**D.** "Collision" means the upset of "your covered

1. **Rental Reimbursement.** When there is a loss auto" or its impact with another vehicle or ob- to one of "your covered autos" described in the ject. Loss caused by the following is considered Declarations for which a specific premium other than "collision":

charge indicates that Coverage G - Rental 1. Missiles or 7. Malicious mischief Reimbursement is afforded: falling objects; or vandalism;

We will reimburse you for expenses you incur to rent a substitute auto. This coverage applies only if:

1. Fire; 8. Riot or civil
2. Theft or larceny; commotion;
3. Explosion or 9. Contact with bird or earthquake; animal; or
4. The auto is withdrawn from use for more 5. Windstorm; 10. Breakage of glass. than 24 hours; and 6. Hail, water or
5. The loss is caused by "collision" or covered

flood;

under Coverage F - Comprehensive of If breakage of glass is caused by a "collision" this policy. you may elect to have it considered a loss

caused by "collision".

1. "Non-owned auto" means any private pas- d. civil war;

senger auto, pickup, van or "trailer" not owned e. insurrection; or

by or furnished or available for the regular use

of you or any "family member" while in the cus-

f. rebellion or revolution.

tody of or being operated by you or any "family 4. Loss to equipment designed for the member". However, "non-owned auto" does reproduction of sound. This exclusion (4.) not include any vehicle used as a temporary does not apply if the equipment is per- substitute for a vehicle you own which is out of manently installed in "your covered auto" normal use because of its: or any "non-owned auto".

1. Breakdown; 4. Loss; or 5. Loss to tapes, records or other devices for
2. Repair; 5. Destruction.

use with equipment designed for the reproduction of sound.

1. Servicing; 6. Loss to a camper body or "trailer" you own

### TRANSPORTATION EXPENSES

which is not shown in the Declarations. This exclusion (6.) does not apply to a

In addition, under Coverage F we will pay up to camper body or "trailer" you:

$15 per day, to a maximum of $450, for transporta-

tion expenses incurred by you. This applies only in

* 1. acquire during the policy period; and

the event of the total theft of "your covered auto". b. ask us to insure within 30 days after We will pay only transportation expenses incurred you become the owner.

during the period: 7. Loss to any "non-owned auto" or any

* + 1. Beginning 48 hours after the theft; and vehicle used as a temporary substitute for a
    2. Ending when "your covered auto" is

returned to use or when we pay or offer to pay for its loss.

vehicle you own, when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

**EXCLUSIONS** 8. Loss to:

We will not pay for: a. TV antennas;

1. Loss to "your covered auto" which occurs b. awnings or cabanas; or

while it is used to carry persons or property c. equipment designed to create addition- for a fee. This exclusion (1.) does not apply al living facilities.

to a share-the-expense car pool.

9. Loss to any of the following or their acces-

1. Damage due and confined to: sories:
   1. wear and tear; a. citizens band radio;
   2. freezing; b. two-way mobile radio;
   3. mechanical or electrical breakdown or c. telephone; or

failure; or d. scanning monitor receiver.

* 1. road damage to tires.

This exclusion (9.) does not apply if the This exclusion (2.) does not apply if the equipment is permanently installed in the damage results from the total theft of "your opening of the dash or console of "your covered auto". covered auto" or any "non-owned auto".

1. Loss due to or as a consequence of:
   1. radioactive contamination;

This opening must be normally used by the

auto manufacturer for the installation of a radio.

* 1. discharge of any nuclear weapon (even 10. Loss to equipment designed or used for the if accidental); detection or location of radar.
  2. war (declared or undeclared);

1. Loss to any "non-owned auto" being main- **LOSS PAYABLE CLAUSE**

tained or used by any person while Loss or damage under this policy shall be paid, as employed or otherwise engaged in the interest may appear, to you and the loss payee "business" of: shown in the Declarations. This insurance with

* 1. selling; d. storing; or respect to the interest of the loss payee, shall not
  2. repairing; e. parking;
  3. servicing;

become invalid because of your fraudulent acts or omissions unless the loss results from your conver- sion, secretion or embezzlement of "your covered

vehicles designed for use on public high- auto". However, we reserve the right to cancel the ways. This includes road testing and policy as permitted by policy terms and the cancel- delivery. lation shall terminate this agreement as to the loss

1. Loss to any "non-owned auto" being main- tained or used by any person while

employed or otherwise engaged in any

payee's interest. We will mail the loss payee writ-

ten notice at least 10 days before the effective date of cancellation.

"business" not described in exclusion 11. When we pay the loss payee we shall, to the extent This exclusion (12.) does not apply to the of payment, be subrogated to the loss payee's maintenance or use by you or any "family rights of recovery.

member" of a "non-owned auto" which is a

private passenger auto or "trailer".

### LIMIT OF LIABILITY

1. Our limit of liability for loss will be the lesser of the:
   1. Actual cash value of the stolen or damaged property; or

### NO BENEFIT TO BAILEE

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

### OTHER INSURANCE

If other insurance also covers the loss we will pay only our share of the loss. Our share is the propor- tion that our limit of liability bears to the total of

* 1. Amount necessary to repair or replace the all applicable limits. However, any insurance we

property with like kind and quality. provide with respect to a "non-owned auto" or any

However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is $500.

1. An adjustment for depreciation and physical condition will be made in determining actual

vehicle used as a temporary substitute for a vehicle you own shall be excess over any other collectible insurance.

### APPRAISAL

cash value at the time of loss. **A.** If we and you do not agree on the amount of

### PAYMENT OF LOSS

loss, either may demand an appraisal of the loss. In this event, each party will select a com-

We may pay for loss in money or repair or replace petent appraiser. The two appraisers will select the damaged or stolen property. We may, at our ex- an umpire. The appraisers will state separately pense, return any stolen property to: the actual cash value and the amount of loss. If

* 1. You; or

they fail to agree, they will submit their dif- ferences to the umpire. A decision agreed to by

* 1. The address shown in this policy. any two will be binding. Each party will:

If we return stolen property we will pay for any 1. Pay its chosen appraiser; and damage resulting from the theft. We may keep all

or part of the property at an agreed or appraised value.

2. Bear the expenses of the appraisal and um-

pire equally.

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

## DUTIES AFTER AN ACCIDENT OR LOSS

### GENERAL DUTIES ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE

1. We must be notified promptly of how, when

and where the accident or loss happened.

Notice should also include the names and ad-

A person seeking Uninsured Motorists Coverage must also:

dresses of any injured persons and of any wit- 1. Promptly notify the police if a hit and run nesses. driver is involved.

1. A person seeking any coverage must: 2. Promptly send us copies of the legal papers
   1. Cooperate with us in the investigation, set-

if a suit is brought.

tlement or defense of any claim or suit. **ADDITIONAL DUTIES FOR COLLISION AND**

* 1. Promptly send us copies of any notices or **COMPREHENSIVE COVERAGES**

legal papers received in connection with A person seeking coverage for Collision or Com- the accident or loss. prehensive (Other than Collision) must also:

* 1. Submit, as often as we reasonably require: 1. Take reasonable steps after loss to protect
     1. to physical exams by physicians we "your covered auto" and its equipment select. We will pay for these exams. from further loss. We will pay reasonable
     2. to examination under oath and sub-

expenses incurred to do this.

scribe the same. 2. Promptly notify the police if "your covered

* 1. Authorize us to obtain:

auto" is stolen.

* + 1. medical reports; and 3. Permit us to inspect and appraise the
    2. other pertinent records.
  1. Submit a proof of loss when required by us.

damaged property before its repair or dis- posal.

## GENERAL PROVISIONS

### BANKRUPTCY FRAUD

Bankruptcy or insolvency of the "insured" shall not We do not provide coverage for any "insured" who relieve us of any obligations under this policy. has made fraudulent statements or engaged in

fraudulent conduct in connection with any accident

**CHANGES** or loss for which coverage is sought under this

This policy contains all the agreements between

policy.

you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change re-

**LEGAL ACTION AGAINST US**

quires a premium adjustment, we will adjust the **A.** No legal action may be brought against us until premium as of the effective date of change accord- there has been full compliance with all the

ing to the manuals then in use by us. terms of this policy. In addition, under the

We may revise this policy form to provide more coverage without additional premium charge. If we

Liability Coverages, no legal action may be brought against us until:

do this your policy will automatically provide the 1. We agree in writing that the "insured" has additional coverage as of the date the revision is ef- an obligation to pay; or

fective in your state. 2. The amount of that obligation has been

finally determined by judgment after trial.

1. No person or organization has any right under **TERMINATION**

this policy to bring us into any action to deter-

mine the liability of an "insured".

* 1. **Cancellation.** This policy may be cancelled during the policy period as follows:

**OUR RIGHT TO RECOVER PAYMENT** 1. The named insured shown in the Declara-

1. If we make a payment under this policy and the

tions may cancel by:

person to or for whom payment was made has a. returning this policy to us; or

a right to recover damages from another we b. giving us advance written notice of the shall be subrogated to that right. That person date cancellation is to take effect. shall do:

1. We may cancel by mailing to the named in-
   1. Whatever is necessary to enable us to exer- sured shown in the Declarations at the ad- cise our rights; and dress shown there:
   2. Nothing after loss to prejudice them. a. at least 10 days notice:

However, our rights in this paragraph (A.) do not apply, under the Damage to Your Auto Coverages, against any person using "your

covered auto" with a reasonable belief that that person is entitled to do so.

1. If we make a payment under this policy and the person to or for whom payment is made
2. if cancellation is for nonpayment of premium; or
3. if notice is mailed during the first 60 days this policy is in effect and

this is not a continuation policy; or

b. at least 30 days notice in all other cases.

1. After this policy is in effect for 60 days, or

recovers damages from another, that person if this is a continuation policy, we will can- shall: cel only:

* 1. Hold in trust for us the proceeds of the
     1. for nonpayment of premium; or

recovery; and b. if your driver's license or that of:

* 1. Reimburse us to the extent of our payment.

1. any driver who lives with you; or
2. any driver who customarily uses

**POLICY PERIOD AND TERRITORY** "your covered auto";

1. This policy applies only to accidents and losses which occur:
   1. During the policy period as shown in the Declarations; and

has been suspended or revoked. This must have occurred:

1. during the policy period; or
2. since the last anniversary of the original effective date if the policy
   1. Within the policy territory. period is other than 1 year; or
3. The policy period, and each successive policy c. if the policy was obtained through period, begins and ends at 12:01 a.m. standard material misrepresentation.

time at your address. 4. Nonpayment of Premium. Nonpayment of

1. The policy territory is:

premium shall mean failure to pay any premium or premium installment when due

* 1. The United States of America, its ter- whether payable directly to us or through a

ritories or possessions; premium financing plan or credit extension.

* 1. Puerto Rico; or **B. Termination.** If we decide not to continue this
  2. Canada. policy, we will mail notice to the named insured

This policy also applies to loss to, or accidents involving, "your covered auto" while being

transported between their ports.

shown in the Declarations at the address shown there. Notice will be mailed at least 30 days

before the end of the policy period. If the policy period is other than 1 year, we will have

the right not to continue it only at each anniver- sary of its original effective date. If that date is

the 29th, 30th, or 31st of a month, we may con- manuals. However, making or offering to sider the first day of the next month to be this make the refund is not a condition of can- anniversary. cellation.

C. Automatic Termination. If we offer to con- tinue and you or your representative do not ac- cept, this policy will automatically terminate

* 1. The effective date of cancellation stated in the notice shall become the end of the policy period.

without notice of termination at the end of the current policy period. Failure to pay the re- quired continuation premium when due shall

POLICY

TRANSFER OF YOUR INTEREST IN THIS

mean that you have not accepted our offer. A. Your rights and duties under this policy may

If you obtain other insurance on "your covered auto", any similar insurance provided by this

policy will terminate as to that auto on the ef-

not be assigned without our written consent. However, if a named insured shown in the Dec- larations dies, coverage will be provided for:

fective date of the other insurance. 1. The surviving spouse if resident in the same

D. Other Termination Provisions.

household at the time of death. Coverage ap- plies to the spouse as if a named insured

1. If the law in effect in your state at the time shown in the Declarations; and

this policy is issued or continued: 2. The legal representative of the deceased

* 1. requires a longer notice period; person as if a named insured shown in the
  2. requires a special form of or procedure for giving notice; or
  3. modifies any of the stated termination

Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

reasons; B. Coverage will only be provided until the next

we will comply with those requirements.

1. We may deliver any notice instead of mail-

anniversary of the policy's original effective date.

ing it. Proof of mailing of any notice shall TWO OR MORE AUTO POLICIES

be sufficient proof of notice. If this policy and any other auto insurance policy is-

1. If this policy is cancelled, you may be en- sued to you by us apply to the same accident, the titled to a premium refund. If so, we will maximum limit of our liability under all the policies send you the refund. The premium refund, shall not exceed the highest applicable limit of

if any, will be computed according to our liability under any one policy.

This policy is signed for the member company of Travelers which is the insurer under this policy.

abcd 

Wendy C. Skjerven Gregory C. Toczydlowski

Corporate Secretary

President

Personal Insurance

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