

# pure<sup>®</sup> Private Fleet Auto Policy

## Declarations

### YOUR AGENT

MULTI STATE AGENCY  
454 Agent ave  
Suite 124  
New York, NY 10031  
774-348-1099  
28472300

Your Declarations summarizes your coverage and premium. Please read your policy, any attached forms and endorsements and your Declarations for a full description of your coverage.

### NAME & ADDRESS OF INSURED

**ARTIS BASHAM**  
**Floyd Basham**  
BONANZA TRL 76  
CORBIN, KY 40701

Policy Number **PA119048000**  
Policy Period **06/01/2023 To 06/01/2024 at 12:01 AM Standard Time**  
Issuing Company **Privilege Underwriters Reciprocal Exchange**  
800 Corporate Drive, Suite 420  
Fort Lauderdale, FL 33334  
888-813-7873

### SUMMARY OF YOUR COVERED AUTOS

AUTO	YEAR	MAKE	VIN NUMBER	AGREED VALUE
1	2019	Jeep	1C4PJMCMX5KD127690	\$32,000
2	2022	KIA	KNDPM3AC4N7953838	\$28,000
3	1990	Ferrari	ZFFMN34A0L0086746	\$1,500,000
4	2000	Rolls-Royce	242076P3395194589	\$300,000
5	2018	Ferrari	ZFF82WNA1J0233082	\$280,000
6	2022	AMERICAN LANDMASTER	A4PUTVKD6NBA00322	\$55,000
7	2018	Thor	1FDWE3FS9HDC25412	\$35,000
8	2017	River	5ZT2TRTB5HB511042	\$35,000
9	2014	Yamaha	JYARN23Y1EA004111	\$14,500

### DRIVERS

NAME	RELATION	LICENSE	STATE	DOB	SEX
ARTIS BASHAM	Named Insured	J89042905	KY	03/19/1962	M
Linda Basham	Daughter	2346y	KY	12/19/1990	F
Lorie Basham	Daughter	13245g	KY	05/05/2005	F

# Private Fleet Auto Policy

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## ARTIS BASHAM

Floyd Basham

Policy Number PA119048000

Policy Tier 29

### AUTO 1

Year/Make/Model	2019 Jeep CHEROKEE				
Type	Private Passenger				
VIN Number	1C4PJMCX5KD127690				
Agreed Value	\$32,000				
Customizing Equipment	\$0				
Tort Option	Tort Limitation Rejected				
Collision Symbol	20			Liability Symbol	305
Other Than Collision Symbol	22			Med Pay Symbol	N/A
Anti-Lock Brakes Discount	Yes			Passive Restraint Discount	No
Vacation Use Discount	No			Garaging Discount	No
Garage Zip Code	40701			Vehicle Usage	Commute - Low < 30 miles per day
Alarm Only Discount	No			Active Disabling Discount	No
Passive Disabling Discount	Yes			Other Anti-Theft Discount	No
	BI	PD	PIP	Coll	OTC
Household Averaging Factor	33.254	33.254	44.073	31.194	1.476

COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		\$34,980
Personal Injury Protection		Refer to Coverage Endorsement		\$3,155
Uninsured Motorists		\$300,000		Incl
Underinsured Motorists		\$300,000		Incl
Collision			\$1,000	\$36,225
Other Than Collision			\$1,000	\$528
Extended Towing and Labor		\$350		\$0
<b>Total</b>				<b>\$74,888</b>

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## ARTIS BASHAM

Floyd Basham

Policy Number **PA119048000**

Policy Tier **29**

### AUTO 2

Year/Make/Model	2022 KIA SPORTAGE		
Type	Private Passenger		
VIN Number	KNDPM3AC4N7953838		
Agreed Value	\$28,000		
Customizing Equipment	\$0		
Tort Option	Tort Limitation Rejected		
Collision Symbol	13	Liability Symbol	300
Other Than Collision Symbol	24	Med Pay Symbol	N/A
Anti-Lock Brakes Discount	Yes	Passive Restraint Discount	Yes
Vacation Use Discount	Yes	Garaging Discount	No
Garage Zip Code	40701	Vehicle Usage	Pleasure
Alarm Only Discount	No	Active Disabling Discount	No
Passive Disabling Discount	Yes	Other Anti-Theft Discount	No

	BI	PD	PIP	Coll	OTC
Household Averaging Factor	33.254	33.254	44.073	31.194	1.476

COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		\$18,546
Personal Injury Protection		Refer to Coverage Endorsement		\$2,366
Uninsured Motorists		\$300,000		Incl
Underinsured Motorists		\$300,000		Incl
Collision			\$1,000	\$20,026
Other Than Collision			\$1,000	\$481
Extended Towing and Labor		\$350		\$0
<b>Total</b>				<b>\$41,419</b>

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## ARTIS BASHAM

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### AUTO 3

Year/Make/Model	1990 Ferrari F40
Type	Antique Collectors Car
VIN Number	ZFFMN34A0L0086746
Agreed Value	\$1,500,000
Garage Zip Code	40701
Tort Option	Tort Limitation Rejected

COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		Incl
Personal Injury Protection		Refer to Coverage Endorsement		Incl
Uninsured Motorists		\$300,000		Incl
Underinsured Motorists		\$300,000		Incl
Collision			\$500	\$3,464
Other Than Collision			\$500	\$3,464

This Includes the liability for all the Antique, Collector and Exotic cars

# Private Fleet Auto Policy

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## ARTIS BASHAM

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Policy Tier 29

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### AUTO 4

Year/Make/Model	2000 Rolls-Royce R100
Type	Classic Collectors Car
VIN Number	242076P3395194589
Agreed Value	\$300,000
Garage Zip Code	40701
Tort Option	Tort Limitation Rejected

---

COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		Incl
Personal Injury Protection		Refer to Coverage Endorsement		Incl
Uninsured Motorists		\$300,000		Incl
Underinsured Motorists		\$300,000		Incl
Collision			\$500	\$1,623
Other Than Collision			\$500	\$1,623

This Includes the liability for all the Antique, Collector and Exotic cars

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## ARTIS BASHAM

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Policy Tier 29

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### AUTO 5

Year/Make/Model	2018 Ferrari GTC4
Type	Exotic Collectors Car
VIN Number	ZFF82WNA1J0233082
Agreed Value	\$280,000
Garage Zip Code	40701
Tort Option	Tort Limitation Rejected

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COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		Incl
Personal Injury Protection		Refer to Coverage Endorsement		Incl
Uninsured Motorists		\$300,000		Incl
Underinsured Motorists		\$300,000		Incl
Collision			\$500	\$2,261
Other Than Collision			\$500	\$2,262

This Includes the liability for all the Antique, Collector and Exotic cars

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## ARTIS BASHAM

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### AUTO 6

Year/Make/Model	2022 AMERICAN LANDMASTER L5 - SIDE X SIDE
Type	Golf Carts
VIN Number	A4PUTVKD6NBA00322
Agreed Value	\$55,000
Garage Zip Code	40701
Tort Option	Tort Limitation Rejected

COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		\$183
Personal Injury Protection		Refer to Coverage Endorsement		\$0
Collision			\$500	\$413
Other Than Collision			\$250	\$303
<b>Total</b>				<b>\$898</b>

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## ARTIS BASHAM

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### AUTO 7

Year/Make/Model	2018 Thor Majestic
Type	Motor Home
VIN Number	1FDWE3FS9HDC25412
Agreed Value	\$35,000
Customizing Equipment	\$0
Discounts	
Garage Zip Code	40701
Rating Classification Used	Pleasure
Tort Option	Tort Limitation Rejected

COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		\$481
Personal Injury Protection		Refer to Coverage Endorsement		\$81
Uninsured Motorists		\$300,000		Incl
Underinsured Motorists		\$300,000		Incl
Collision			\$1,000	\$606
Other Than Collision			\$1,000	\$362
<b>Total</b>				<b>\$1,531</b>



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## ARTIS BASHAM

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### AUTO 8

Year/Make/Model	2017 River Tracer
Type	Recreational Trailer
VIN Number	5ZT2TRTB5HB511042
Agreed Value	\$35,000
Customizing Equipment	\$0
Garage Zip Code	40701
Tort Option	Tort Limitation Rejected

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COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		\$214
Personal Injury Protection		Refer to Coverage Endorsement		\$0
Collision			\$1,000	\$440
Other Than Collision			\$1,000	\$173
<b>Total</b>				<b>\$613</b>

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## ARTIS BASHAM

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### AUTO 9

Year/Make/Model	2014 Yamaha Yzf-R1c
Type	Motorcycles/Mopeds/Scooters
VIN Number	JYARN23Y1EA004111
Agreed Value	\$14,500
Customizing Equipment	\$0
Discounts	
Garage Zip Code	40701
Rated Driver	ARTIS BASHAM
Tort Option	Tort Limitation Rejected

	BI	PD	PIP	Coll	OTC
Composite Driver Factor	7.499	7.499	9.556	7.264	0.885

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COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$300,000		\$2,742
Personal Injury Protection		Refer to Coverage Endorsement		\$682
Uninsured Motorists		\$300,000		Incl
Underinsured Motorists		\$300,000		Incl
Collision			\$1,000	\$2,134
Other Than Collision			\$1,000	\$70
<b>Total</b>				<b>\$5,629</b>

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## ARTIS BASHAM

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### THE HOUSEHOLD AVERAGING FACTORS

#### REFLECT THE FOLLOWING DRIVER

##### DISCOUNTS

Drivers	Discount(s)
ARTIS BASHAM	None
Linda Basham	None
Lorie Basham	Occasional Operator

##### POLICY DISCOUNTS

Home Companion	No
Excess Liability Companion	No
Collections Companion	No
Multi-Car	Yes
Years Clean	No
Group Marketing	No

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## ARTIS BASHAM

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### FORMS & ENDORSEMENTS

The following forms and endorsements are attached for this policy.

NAME	FORM NUMBER	EDITION DATE
<b>Declarations Page</b>	PFA-DEC-KY-001	01/01/2018
<b>ID Cards</b>	PFA-003-KY	06/01/2012
<b>OFAC Notice</b>	PURE-DSC-GEN-001	08/01/2015
<b>Private Fleet Auto Policy Index</b>	PFA-998-GEN	03/01/2012
<b>Private Fleet Automobile Policy</b>	PFA-997-GEN	01/01/2012
<b>Amendment of Policy Provisions - Kentucky</b>	PFA-END-KY-001	08/01/2017
<b>Personal Injury Protection Coverage - Kentucky</b>	PFA-051-KY	06/01/2012
<b>Added Personal Injury Protection Coverage - Kentucky</b>	PFA-052-KY	06/01/2012
<b>Uninsured Motorist Coverage - Kentucky</b>	PFA-042-KY	06/01/2012
<b>Underinsured Motorist Coverage - Kentucky</b>	PFA-043-KY	06/01/2012
<b>Single Liability Limit - Kentucky</b>	PFA-007-KY	06/01/2012
<b>Single UM Limit - Kentucky</b>	PFA-017-KY	06/01/2012
<b>Single UIM Limit - Kentucky</b>	PFA-018-KY	06/01/2012
<b>Additional Insured-Lessor</b>	PFA-012-GEN	12/01/2008
<b>Miscellaneous Vehicle Endorsement</b>	PFA-009-GEN	09/01/2009
<b>Extended Towing and Labor Costs Coverage</b>	PFA-011-GEN	03/01/2012
<b>Loss Payable Clause</b>	PFA-013-GEN	01/01/2008
<b>Kentucky Added PIP Limits Notice</b>	PFA-053-KY	06/01/2012
<b>Commonwealth of Kentucky Proof of Insurance Notice</b>	PFA-080-KY	06/01/2012
<b>Contact Information</b>	PFA-027-NE	01/01/2012
<b>FCRA Notice</b>	PFA-006-NE	01/01/2012
<b>Consumer Disclosure Notice</b>	PURE-002	08/01/2008
<b>FCRA Dispute Resolution Notice</b>	PURE-003	03/01/2009
<b>Privacy Notice</b>	PURE-038-GEN	03/01/2014

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### ADDITIONAL INSURED/LIENHOLDER INFORMATION

AUTO 1	AUTO 1
Additional Insured	Loss Payee
Gina	Gina
BROOKLYN RD 72	BROOKLYN RD 72
CANTERBURY, CT 06331	CANTERBURY, CT 06331

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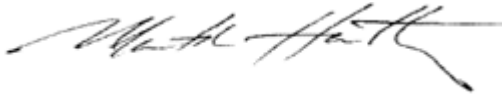
Uninsured Motorists Premium	\$70
Underinsured Motorists Premium	\$136

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Total Premium	\$140,210
Kentucky Municipal Tax Service Fee	\$0
Kentucky Surcharge	\$2,524
Surplus Contribution	\$5,608

Grand Total	\$148,342
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YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.



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Authorized Company Representative



# U.S Treasury Department's Office of Foreign Assets Control ("OFAC")

## *Advisory Notice to Policyholders*

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No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- **Foreign agents;**
- **Front organizations;**
- **Terrorists;**
- **Terrorist organizations; and**
- **Narcotics traffickers;**

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



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This policy is issued by Privilege Underwriters Reciprocal Exchange (PURE), a reciprocal insurance company. By purchasing this policy, you are a Subscriber to PURE. You are subject to the Subscriber's Agreement and Power of Attorney. This is a non-assessable policy consistent with section 629.261, Florida Statutes. The liability of the Subscriber to PURE is limited to the costs associated with the insurance policies only. This is a participating policy and you are entitled to dividends as may be declared by PURE. PURE may annually allocate a portion of surplus to subscriber savings accounts. Amounts allocated to subscriber savings accounts remain a part of PURE's surplus. They may be used to support the operations of PURE. Your right to the balance in the subscriber savings account is limited as set forth in the Subscriber's Agreement.

In witness whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.



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Attorney-in-fact

## Private Fleet Automobile Policy

### AGREEMENT

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

#### DEFINITIONS

**A.** Throughout this policy, "you" and "your" refer to:

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

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

**B.** "We", "us" and "our" refer to the Company providing this insurance.

**C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

**D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.

**E.** "Business" includes trade, profession or occupation.

**F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

**G.** "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

**H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.

**I.** "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

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

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

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

**K.** "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:

- (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
  - (b) For farming or ranching.
- 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage:
  - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
  - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
    - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
    - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
  - c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
    - (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
    - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
  - L. "Collector auto" means any "classic vehicle", "exotic vehicle" or "antique vehicle" shown in the Declarations that is;
    - 1. maintained primarily for use in car club activities, parades, exhibitions, other functions of public interest or for a private collection; and
    - 2. used infrequently for other purposes.
  - M. "Antique vehicle" means a vintage auto or motor cycle manufactured more than 25 years prior to the current year.. Antique vehicles are rarely driven and typically transported by trailer.
  - N. "Classic vehicle" means a motor vehicle of limited production or availability, unique or rare design, and recognized for its aesthetic value. For purposes of this policy, a classic vehicle also includes a reproduction of a collector auto.
  - O. "Exotic vehicle" means a motor vehicle that is less than 20 years old that has not been altered from its original factory specifications. Exotic vehicles are of unique

design and are part of a limited production. An exotic vehicle's value is derived in part from its performance and the artistic nature of its bodywork and interior.

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## **PART A – LIABILITY COVERAGE**

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### **INSURING AGREEMENT**

**A.** We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim 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 ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

**B.** "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision **(B.4.)** applies only if the person or organization does not own or hire the auto or "trailer".

### **SUPPLEMENTARY PAYMENTS**

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.

2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

### **EXCLUSIONS**

**A.** We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or
  - c. In the care of;that "insured".

This Exclusion **(A.3.)** does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.5.)** does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
  - a. Selling;

- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion **(A.6.)** does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

This Exclusion **(A.7.)** does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.8.)** does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

- B.** We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion **(B.1.)** does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion **(B.3.)** does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
- b. Furnished or available for the regular use of a "family member".

4. Any vehicle, located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for; any prearranged or organized racing or speed contest.

#### **LIMIT OF LIABILITY**

- A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of 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 Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

**B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **B** or Part **C** of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

## **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

**A.** If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

**B.** No one will be entitled to duplicate payments for the same elements of loss.

## **FINANCIAL RESPONSIBILITY**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

## **OTHER INSURANCE**

If there is other applicable liability 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. However, if other insurance is available under a policy or contract relating to the maintenance, selling, repairing, servicing, storing, or parking of motor vehicles, then any insurance we provide will be excess over that other insurance. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

## **FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS**

If this policy is issued to a federal employee using an auto in government business, the following provision is added:

The following are not "insureds" under Part **A**:

1. The United States of America or any of its agencies.
2. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the "bodily injury" or "property damage".

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## **PART B – MEDICAL PAYMENTS COVERAGE**

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### **INSURING AGREEMENT**

**A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

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

**B.** "Insured" as used in this Part means:

1. You or any "family member":

- a. While "occupying"; or
  - b. As a pedestrian when struck by;  
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

## EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

- 1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
- 2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
- 3. Sustained while "occupying" any vehicle located for use as a residence or premises.
- 4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
- 5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
- 6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".However, this Exclusion (6.) does not apply to you.
- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
- 9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.
- 10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination.
- 11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for;  
any prearranged or organized racing or speed contest.

## LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
- 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
- 1. Part A or Part C of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **C** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.

### **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. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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## **PART C – UNINSURED MOTORISTS COVERAGE**

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### **INSURING AGREEMENT**

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "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 policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" are "occupying"; or
  - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

### **EXCLUSIONS**

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

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



2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
  - B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
    1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
    2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion **(B.2.)** does not apply to a share-the-expense car pool.
    3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
  - C.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
    1. Workers' compensation law; or
    2. Disability benefits law.
  - D.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.
4. Vehicles involved in the accident.
  - B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
    1. Part **A** or Part **B** of this policy; or
    2. Any Underinsured Motorists Coverage provided by this policy.
  - C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
  - D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
    1. Workers' compensation law; or
    2. Disability benefits law.

#### **OTHER INSURANCE**

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

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our

#### **LIMIT OF LIABILITY**

- A.** The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising 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 Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

  1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or

share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## **ARBITRATION**

**A.** If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, 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.

**B.** Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

**C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages.

This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

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**PART D – COVERAGE FOR DAMAGE TO  
YOUR AUTO**

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**INSURING AGREEMENT**

**A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision" or other than "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

**B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

**C.** "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while

in the custody of or being operated by you or any "family member";

2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.
3. Any vehicle you lease or rent for a period not greater than 90 days.

**TRANSPORTATION EXPENSES AND  
TEMPORARY EMERGENCY LIVING EXPENSES**

**A.** In addition, we will pay, without application of a deductible, up to a maximum of \$5,000 for reasonable additional expenses you incur for:

1. Transportation expenses;
2. Meals, lodging and phone expenses if you are more than 50 miles from your closest residence; and
3. Expenses for which you become legally responsible in the event of a loss to a "non-owned auto".

We will pay for such expenses if the loss is caused by:

- (1) Other than "collision" only if Other Than Collision Coverage is provided for an auto on your Declarations.
- (2) "Collision" only if Collision Coverage is provided for an auto on your Declarations.

**B.** Our payment will be limited to that period of time reasonably required to repair "your covered auto" or "non-owned auto". In the event of a total loss, our payment will be limited to that period of time until we pay the loss.

**EXCLUSIONS**

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion **(1.)** does not apply to a share-the-expense car pool.

**2. Damage due and confined to:**

- a.** Wear and tear;
- b.** Freezing;
- c.** Mechanical or electrical breakdown or failure; or
- d.** Road damage to tires.

This Exclusion **(2.)** does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

**3. Loss due to or as a consequence of:**

- a.** Radioactive contamination;
- b.** Discharge of any nuclear weapon (even if accidental);
- c.** War (declared or undeclared);
- d.** Civil war;
- e.** Insurrection; or
- f.** Rebellion or revolution.

**4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals.**  
This includes but is not limited to:

- a.** Radios and stereos;
- b.** Tape decks;
- c.** Compact disk systems;
- d.** Navigation systems;
- e.** Internet access systems;
- f.** Personal computers;
- g.** Video entertainment systems;
- h.** Telephones;
- i.** Televisions;
- j.** Two-way mobile radios;
- k.** Scanners;
- l.** Citizens band radios; or
- m.** Personal media players.

This Exclusion **(4.)** does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

**5. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.**

This Exclusion **(5.)** does not apply to the interests of Loss Payees in "your covered auto".

**6. Loss to:**

- a.** A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b.** Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
  - (1)** Cooking, dining, plumbing or refrigeration facilities;
  - (2)** Awnings or cabanas; or
  - (3)** Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion **(6.)** does not apply to a:

- a.** "Trailer", and its facilities or equipment, which you do not own; or
- b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1)** Acquire during the policy period; and
  - (2)** Ask us to insure within 14 days after you become the owner.

**7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.**

**8. Loss to equipment designed or used for the detection or location of radar or laser.**

**9. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:**

- a.** Special carpeting or insulation;
- b.** Furniture or bars;
- c.** Height-extending roofs; or

- d. Custom murals, paintings or other decals or graphics.

This Exclusion (9.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

- 10. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 11. Loss arising out of the ownership, maintenance or use of "your covered auto" or "non-owned auto":

- a. During instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- b. On a facility designed for:
  - (1) Racing;
  - (2) Testing; or
  - (3) Any other similar facility.

- 12. Loss to, or loss of use of, a "non-owned auto" rented by:

- a. You; or
- b. Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

- 13. The actual or perceived loss in market or resale value of an auto which results from a direct or accidental loss.

- 14. Loss to a "collector auto" caused by insects, birds or vermin, inherent defect, dampness, mildew,

mold, rot or rust, temperature extremes or gradual deterioration.

- 15. Loss to a "collector auto" caused by any repairing, renovating or refinishing process unless the process results in a fire or explosion. We will only pay for the damage caused by the fire or explosion.

### **LIMIT OF LIABILITY**

- A. Our limit of liability for loss will be the lesser of the:

- 1. The Agreed Value stated in the Declarations or, for any auto without an Agreed Value stated in the Declarations, the actual cash value of the stolen or damaged property;
- 2. Amount necessary to repair or replace the property with other property of like kind and quality without application of depreciation; or
- 3. \$1,500 for loss to any "Non-owned auto" that is a trailer.

However, our payment will be reduced by any amount paid for a previous loss to the same vehicle if the prior damage has not been repaired.

- B. Any applicable deductible shown in the Declarations will reduce our payment for loss. In the event of a Total Loss, no deductible will apply. An auto will be considered a Total Loss when:

- 1. The costs of labor and parts to repair the auto plus the salvage value are greater than or equal to the Agreed Value;
- 2. The entire auto is stolen, not recovered and we offer to settle the loss; or
- 3. We deem it to be a Total Loss.

### **PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

#### **NO BENEFIT TO BAILEE**

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

#### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

#### **APPRAISAL**

**A.** If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

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

#### **FULL GLASS COVERAGE**

We will pay under Other Than Collision Coverage for the cost of repairing or replacing the damaged windshield on "your covered auto" without a deductible. We will pay only if the Declaration indicates that Other Than Collision Coverage applies.

#### **MULTIPLE POLICY DEDUCTIBLES**

If a loss caused by the same occurrence is covered under both Part **D** of this policy and a homeowners policy issued by us where you are a "named insured", at your option we

will apply only the highest applicable deductible between the two policies.

#### **WAIVER OF COLLISION DEDUCTIBLE**

When there is a loss to "your covered auto" insured for Collision Coverage under this policy, we will pay the full Collision Coverage deductible if:

1. The loss involves an "uninsured motor vehicle", as the term is defined in the Uninsured Motorist Coverage endorsement; and
2. You are legally entitled to recover the full amount of the loss from the owner or operator of the "uninsured motor vehicle"; or
3. The loss was caused by a "collision" with another auto insured by us.

Subject to the above, if you are legally entitled to recover only a percentage of the loss, we will pay that percentage of your deductible. If the amount of the loss is less than your deductible, we will pay the percentage of the loss you are legally entitled to recover.

In no event will we pay more than the amount of the loss. The Arbitration and Duties after an Accident or Loss Provisions on the Uninsured Motorists Coverage endorsement apply to the Waiver of Collision Deductible Provision.

#### **COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG**

We will pay the full cost to repair or replace an airbag system that accidentally deploys and is not caused by a collision or other than collision loss. There is no deductible for this coverage.

#### **AUTO LOAN/LEASE COVERAGE**

If there is a total loss to "your covered auto", we will pay any unpaid amount due on the lease or loan for "your covered auto" less:

1. The amount paid under Part **D** – Coverage for Damage to Your Auto of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of loss;

- b. Financial penalties imposed under a lease for high mileage;
- c. Security deposits not refunded by a lessor;
- d. Cost for extended warranties, Credit , Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

#### **AUTO LOCK COVERAGE**

If the keys to "your covered auto" or "non-owned auto" are lost or stolen, and we are notified of the loss within 72 hours, we will pay up to \$1,500 for the following:

1. The cost to replace or duplicate keys; or
2. The labor costs to retrieve keys accidentally locked in the vehicle; or
3. The cost to re-key the locks when the vehicle is stolen and then recovered or the keys are lost or stolen.

There is no deductible for this coverage.

#### **TOWING COVERAGE**

If "your covered auto" is disabled as a result of a covered loss, we will pay the reasonable cost to tow "your covered auto" to a repair facility and for labor performed at the place of disablement.

#### **SPARE PARTS**

We will pay up to \$1,000 in total if spare parts you own as replacement parts for your "collector auto" are lost or damaged unless an exclusion applies. There is no deductible for this coverage.

#### **PET INJURY**

We will pay reasonable expenses incurred for necessary medical services because of a loss caused by a "collision" and sustained by any domestic animals owned by, or in the care, custody and control of an "insured". This coverage only applies if the domestic animal was "occupying" at the time of loss a:

1. Vehicle where the Declarations indicate that collision coverage applies; or
2. "Non-owned auto".

There is no deductible for this coverage.

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### **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

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We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

**A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

**B.** A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:
  - a. To physical exams by physicians we select. We will pay for these exams.
  - b. To examination under oath and subscribe the same.
4. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.
5. Submit a proof of loss when required by us.

**C.** A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

**D.** A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

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### **PART F – GENERAL PROVISIONS**

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## **BANKRUPTCY**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

## **CHANGES**

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  - 1. The number, type or use classification of insured vehicles;
  - 2. Operators using insured vehicles;
  - 3. The place of principal garaging of insured vehicles;
  - 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
  - 1. A subsequent edition of your policy; or
  - 2. An Amendatory Endorsement.

## **FRAUD**

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

## **LEGAL ACTION AGAINST US**

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In

addition, under Part **A**, no legal action may be brought against us until:

- 1. We agree in writing that the "insured" has an obligation to pay; or
- 2. The amount of that obligation has been finally determined by judgment after trial.

- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

## **OUR RIGHT TO RECOVER PAYMENT**

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

- 1. Whatever is necessary to enable us to exercise our rights; and
- 2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (**A.**) do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
  - 1. Hold in trust for us the proceeds of the recovery; and
  - 2. Reimburse us to the extent of our payment.

## **POLICY PERIOD AND TERRITORY**

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

- 1. During the policy period as shown in the Declarations; and
- 2. Anywhere in the world.

- B.** If you borrow, lease or rent, a "non-owned auto" outside the United States, its territories or possessions, Puerto Rico, or Canada, the coverage provided by this policy will apply to the use or operation of that vehicle by you or any "family member" provided:

- 1. That the mandated insurance is purchased or provided for the vehicle being operated, as defined



by the country or jurisdiction. . Our limit of liability will be only the part of a covered loss that exceeds the limit of liability of that policy.

**In Mexico and other countries, liability coverage must be purchased from a locally licensed insurance company to meet the liability requirements of that country. Failure to comply with this requirement may leave you uninsured with regard to liability coverage under the local law and subject to fines and other penalties.**

2. The use, lease or rental, of the "non-owned auto" is for a period less than 90 days.

This coverage also applies to a temporarily relocated "covered auto" and "newly acquired vehicles."

## **TERMINATION**

### **A. Cancellation**

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

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";

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 period is other than 1 year; or
- c. If the policy was obtained through material misrepresentation.

### **B. Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

### **C. Automatic Termination**

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

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

### **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or

offering to make the refund is not a condition of cancellation.

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

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

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

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

**B.** Coverage will only be provided until the end of the policy period.

#### **TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.



# Amendment of Private Fleet Automobile Provisions – Kentucky

*This endorsement changes the policy. Please read it carefully.*

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## I. Definitions

The following are added to the **Definitions** Section:

- A. Throughout the policy, "minimum limits" refers to the following limits of liability as required by Kentucky law, to be provided under a policy of automobile liability insurance:
  - 1. If liability coverage under this policy is provided on a single limit basis, \$60,000 for each accident; or
  - 2. If liability coverage under this policy is provided on a split limit basis:
    - a. \$25,000 for each person, subject to \$50,000 for each accident with respect to "bodily injury"; and
    - b. \$25,000 for each accident with respect to "property damage".
- B. "Safety equipment" as used in this endorsement, and as required in Kentucky Revised Statutes, means the:
  - 1. Glass used in windshields, windows and doors; and
  - 2. Glass, plastic or other material used in lights.

## II. Part A – Liability Coverage

Part A is amended as follows:

- A. The **Exclusions** Section is replaced by the following:

### **EXCLUSIONS**

- A. To the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Kentucky Motor Vehicle Reparations Act, we do not provide Liability Coverage for any "insured":
  - 1. Who intentionally causes "bodily injury" or "property damage".
  - 2. For "property damage" to property:
    - a. Rented to;
    - b. Used by; or
    - c. In the care of;that "insured".

This Exclusion (A.2.) does not apply to "property damage" to a residence or private garage.
  - 3. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.3.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
  - 4. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.4.) does not apply to a share-the-expense car pool.
  - 5. While employed or otherwise engaged in the "business" of:

# Amendment of Private Fleet Automobile Provisions – Kentucky

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- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on the public highways. This includes road testing and delivery. This Exclusion **(A.5.)** does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
  - b. Any "family member"; or
  - c. Any partner, agent or employee of you or any "family member".
6. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.5.** This Exclusion **(A.6.)** does not apply to the maintenance or use of a:
- a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in **a.** or **b.** above.
7. For "bodily injury" or "property damage" for which that "insured":
- a. Is an insured under a nuclear energy liability policy; or
  - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

**B.** We do not provide Liability Coverage for the ownership, maintenance or use of:

- 1. Any vehicle which:
  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.

This Exclusion **(B.1.)** does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer";
- c. To any motorized vehicle having fewer than four wheels if:

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- (1) Such vehicle is loaned by a person, firm or corporation engaged in the "business" of selling, repairing and servicing motor vehicles;
    - (2) Such vehicle is used as a temporary substitute for "your covered auto" which is out of normal use because of its breakdown, repair or servicing; and
    - (3) The "bodily injury" or "property damage" results from an auto accident caused by the negligence of you or any "family member"; or
  - d. To any non-owned golf cart.
  - 2. Any vehicle, other than "your covered auto", which is:
    - a. Owned by you; or
    - b. Furnished for your regular use.
  - 3. Any vehicle, other than "your covered auto", which is:
    - a. Owned by any "family member"; or
    - b. Furnished for the regular use of any "family member".
- This Exclusion **(B.3.)** does not apply to you while you are maintaining or "occupying" any vehicle which is:
- a. Owned by any "family member"; or
  - b. Furnished for the regular use of any "family member".
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for; any prearranged or organized racing or speed contest.
- C. We do not provide Liability Coverage for any "insured":
  - 1. For "property damage" to property owned by that "insured".
  - 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- This Exclusion **(C.2.)** does not apply to a "family member" using "your covered auto" which is owned by you.
- B. The Other Insurance Provision is replaced by the following:

## **OTHER INSURANCE**

If there is other applicable liability 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. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own shall be primary if:

- 1. Such vehicle is loaned by a person, firm or corporation engaged in the "business" of selling, repairing and servicing motor vehicles;

# Amendment of Private Fleet Automobile Provisions – Kentucky

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2. Such vehicle is used as a temporary substitute for "your covered auto" which is out of normal use because of its breakdown, repair or servicing; and
3. The "bodily injury" or "property damage" results from an auto accident caused by the negligence of you or any "family member".

## III. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

- A. The following is added to the **Insuring Agreement**:

### **INSURING AGREEMENT**

We will pay under Other Than Collision Coverage for the cost of repairing or replacing damaged "safety equipment" on "your covered auto" without a deductible. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

- B. **FULL GLASS COVERAGE** does not apply.

- C. The **Other Sources of Recovery** Provision is replaced by the following:

### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, 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. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

However, any insurance we provide with respect to a loss to a "non-owned auto" caused by "collision" shall be primary if:

1. Such vehicle is loaned by a person, firm or corporation engaged in the "business" of selling, repairing and servicing motor vehicles;
2. Such vehicle is used as a temporary substitute for "your covered auto" which is out of normal use because of its breakdown, repair or servicing; and
3. The loss results from an auto accident caused by the negligence of you or any "family member".

## IV. Part F – General Provisions

Part F is amended as follows:

- A. The following is added to the **Our Right To Recover Payment** Provision:

### **OUR RIGHT TO RECOVER PAYMENT**

With respect to Uninsured Motorists Coverage or Underinsured Motorists Coverage, we shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

- B. The **Termination** Provision is replaced by the following:

### **TERMINATION**

#### **A. Cancellation**

# Amendment of Private Fleet Automobile Provisions – Kentucky

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

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 14 days notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto"; 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 period is other than 1 year; or
  - c. If the policy was obtained through material misrepresentation.

## **B. Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 75 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

## **C. Automatic Termination**

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

# Amendment of Private Fleet Automobile Provisions – Kentucky

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

## **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

## **V. Kentucky Motor Vehicle Repairs Act**

If any endorsement attached to this policy amends Liability Coverage Exclusions **A.1.** through **A.7.**, such amended exclusion applies only to the extent that the limits of liability for Liability Coverage exceed the limits of liability required by the Kentucky Motor Vehicle Repairs Act.





# Personal Injury Protection Coverage – Kentucky

*This endorsement changes the policy. Please read it carefully*

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

## SCHEDULE

I.	<b>Benefits</b>	<b>Limit Of Liability</b>
	Medical Expenses	No specific dollar amount
	Funeral Expenses	\$1,000
	Work Loss	No specific dollar amount
	Replacement Services Loss	No specific dollar amount
	Survivor's Economic Loss	No specific dollar amount
	Survivor's Replacement Services Loss	No specific dollar amount
	Maximum Limit of Liability for the Total of Work Loss, Replacement Services Loss, Survivor's Economic Loss and Survivor's Replacement Services Loss	\$200 per week
	Maximum Limit of Liability for the Total of All Personal Injury Protection Benefits	\$60,000
II.	<b>Personal Injury Protection Coverage Deductible</b>	
	<input checked="" type="checkbox"/> If indicated to the left or in the Declarations, personal injury protection benefits are subject to a deductible of \$ 500 applicable to the "named insured" or any "family member".	
III.	<b>Motorcycle Personal Injury Protection Coverage</b>	
	If a premium is indicated in the Declarations for Motorcycle Personal Injury Protection Coverage, Exclusion (A.8.) does not apply.	
IV.	<b>Personal Injury Protection Option:</b>	
	Buy Back	

## I. Definitions

The **Definitions** section is amended as follows:

### A. The following definitions are replaced:

1. "Family member" means the spouse and any person related to the "named insured" by blood, marriage or adoption, including a minor in the custody of:
  - a. The "named insured";
  - b. The "named insured's" spouse; or
  - c. Any related person;who is a resident of the "named insured's" household or who is temporarily residing elsewhere.

# Personal Injury Protection Coverage – Kentucky

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However, "family member" does not include any such person who is the named insured under any other policy providing the security required by the Kentucky Motor Vehicle Reparations Act.

2. "Occupying" means in or upon, entering into or alighting from.
3. "Your covered auto" means a "motor vehicle":
  - a. To which the bodily injury liability coverage of this policy applies and for which a specific premium is charged; and
  - b. For which the "named insured" is required by the Kentucky Motor Vehicle Reparations Act to maintain security.
- B. The following definitions are added:
  1. "Motor vehicle" means a vehicle as defined in the Kentucky Motor Vehicle Reparations Act.
  2. "Named insured" means the person named in the Declarations.
  3. "Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time injury occurs.
  4. "Survivor" means a person identified in the Kentucky Revised Statutes as one entitled to receive benefits due to the death of another person.
- C. "Insured" as used in this endorsement means:
  1. The "named insured" or any "family member" while:
    - a. "Occupying"; or
    - b. A "pedestrian" struck by;  
any "motor vehicle".
  2. Any other person while:
    - a. "Occupying"; or
    - b. A "pedestrian" struck by;  
"your covered auto".

However, "insured" does not include:

1. The "named insured" or any "family member" who has rejected the limitation upon his tort rights pursuant to the Kentucky Motor Vehicle Reparations Act, unless personal injury protection benefits have subsequently been purchased under this policy for that person.
2. Any other person who has rejected the limitation upon his tort rights pursuant to the Kentucky Motor Vehicle Reparations Act.

Any rejection of tort limitations applicable only to motorcycles shall not affect the status of any person as an "insured" with respect to any "motor vehicle" other than a motorcycle.

## **II. Personal Injury Protection Coverage Insuring Agreement**

# Personal Injury Protection Coverage – Kentucky

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We will pay, in accordance with the Kentucky Motor Vehicle Reparations Act, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle.

Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

**A. Medical expenses.** Reasonable charges incurred for reasonably needed products, services and accommodations including those for:

1. Medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services and other remedial treatment and care;
2. Any non-medical remedial treatment rendered in accordance with a recognized religious method of healing; and
3. Any healing arts profession of a type licensed by Kentucky.

Medical expenses do not include that portion of a charge for a room in a:

1. Hospital, clinic, convalescent or nursing home; or
2. Any other institution engaged in providing nursing care and related services; in excess of a reasonable and customary charge for semi-private accommodations, unless intensive care is medically required.

**B. Funeral expenses.** Reasonable charges incurred for expenses which are in any way related to a funeral, cremation or burial.

**C. Work loss.**

1. Loss of income from work an "insured" would probably have performed had he not sustained "bodily injury".
2. Expenses reasonably incurred by an "insured" in obtaining services instead of those he would have performed for income.

Work loss shall be reduced by any income from substitute work actually performed by the "insured".

**D. Replacement services loss.** Expenses reasonably incurred in obtaining ordinary and necessary services instead of those an "insured" would have performed, not for income, but for his or his family's benefit had he not sustained "bodily injury".

**E. Survivor's economic loss.** Loss after an "insured's" death of contributions of things of economic value to his "survivors". Survivor's economic loss:

1. Shall be reduced by any expenses of the "survivors" which are avoided due to the "insured's" death.
2. Does not include services the "survivors" would have received from the "insured" had he not died.

**F. Survivor's replacement services loss.** Expenses reasonably incurred by "survivors" after an "insured's" death in obtaining ordinary and necessary services instead of those the "insured" would have performed for their benefit had he not died. Such expenses shall

# Personal Injury Protection Coverage – Kentucky

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be reduced by any expenses of the "survivors" which are avoided due to the "insured's" death which were not subtracted in calculating survivor's economic loss.

## **Exclusions**

- A.** We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by:
1. Any "insured" if such injury arises from that "insured's" conduct within the course of a business of:
    - a. Repairing;
    - b. Servicing; or
    - c. Otherwise maintaining;"motor vehicles". This Exclusion **(A.1.)** does not apply if such conduct occurs off the business premises.
  2. Any "insured" arising from conduct in the course of loading or unloading any "motor vehicle". This Exclusion **(A.2.)** does not apply if such conduct occurs while "occupying" that "motor vehicle".
  3. Any "insured":
    - a. Intentionally causing; or
    - b. Attempting to cause;"bodily injury". If that "insured" dies as a result of such "bodily injury", his "survivors" are not entitled to survivor's economic loss or survivor's replacement services loss.
  4. Any "pedestrian", other than the "named insured" or any "family member", outside of Kentucky.
  5. Any "insured", other than the "named insured" or any "family member", while "occupying" a "motor vehicle" which is:
    - a. Regularly used in the course of the business of transporting persons or property; and
    - b. One of five or more "motor vehicles" under common ownership; if the accident occurs outside of Kentucky.However, this Exclusion **(A.5.)** does not apply if:
    - a. The "insured" is a Kentucky resident;
    - b. The "motor vehicle" the "insured" is "occupying" at the time of the accident is a bus which:
      - (1) Is secured as required by the Kentucky Motor Vehicle Repairs Act; and
      - (2) Is registered in Kentucky; and
    - c. The "insured" boarded the bus in Kentucky.
  6. Any "insured", other than the "named insured" or any "family member", "while occupying" a "motor vehicle" owned by a government, other than the Kentucky state government or its:

# Personal Injury Protection Coverage – Kentucky

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- a. Political subdivisions;
  - b. Municipal corporations; or
  - c. Public agencies;if the accident occurs outside of Kentucky.
- 7. Any "insured" arising out of the use of any "motor vehicle" while located as a residence or premises.
- 8. Any "insured" while "occupying" a "motorcycle".
- B. We do not provide Personal Injury Protection Coverage for "bodily injury":
  - 1. Due to:
    - a. War (declared or undeclared);
    - b. Civil war;
    - c. Insurrection;
    - d. Rebellion or revolution; or
    - e. Any act or condition incident to any of the above.
  - 2. Resulting from the:
    - a. Radioactive;
    - b. Toxic;
    - c. Explosive; or
    - d. Other hazardous;  
properties of nuclear material.
- C. We do not provide personal injury protection benefits for "bodily injury" sustained by:
  - 1. The "named insured" or any "family member", who has not rejected his tort limitation pursuant to the Kentucky Motor Vehicle Reparations Act, while:
    - a. "Occupying"; or
    - b. A "pedestrian" struck by;  
any "motor vehicle", other than "your covered auto", for which the security required by the Kentucky Motor Vehicle Reparations Act is in effect. This Exclusion **(C.1.)** does not apply if the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.
  - 2. Any "insured", other than the "named insured" or any "family member", which arises from the maintenance or use of a "motor vehicle" without a good faith belief that he is legally entitled to do so.

## **Limits Of Liability**

- A. The limits of liability shown in the Schedule or Declarations are the most we will pay to or for each "insured" injured in any one "motor vehicle" accident, regardless of the number of:
  - 1. "Insureds";

# Personal Injury Protection Coverage – Kentucky

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2. Policies or approved self-insurance plans applicable;
  3. Claims made; or
  4. "Your covered autos".
- B.** Any amounts payable under this coverage shall be reduced by any applicable deductible shown in the Schedule or Declarations. Such deductible shall be applicable only to the "named insured" or any "family member".
- If the deductible is applicable to two or more persons who sustain "bodily injury" in the same "motor vehicle" accident, the amount of the deductible shall be pro rated equally among them.
- The "named insured" or any "family member" is entitled to receive under this coverage, the difference between the deductible shown in the Declarations and a larger personal injury protection coverage deductible applicable under another policy.
- C.** The maximum limit of liability shown in the Schedule or Declarations for the total of work loss, replacement services loss, survivor's economic loss and survivor's replacement services loss shall be pro rated for any period less than one week. If an "insured's" earnings or work are seasonal or irregular, the maximum limit of liability shall be equitably adjusted on an annual basis.
- D.** In calculating the loss or expenses for which personal injury protection benefits are payable under this coverage, we will reduce such loss or expenses by:
1. All benefits or advantages a person receives or is entitled to receive under workers' compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.
  2. Any income tax saving resulting from benefits or advantages received for loss of income under:
    - a. This coverage; or
    - b. Workers' compensation;which are not considered taxable income. The maximum reduction shall not exceed 15% of loss of income and shall be less if the person making a claim provides us with reasonable proof of a lower value of the income tax advantage.

## **Other Insurance**

- A.** No one will be entitled to receive duplicate payments for the same elements of loss under this or any similar insurance, including approved self-insurance plans.
- B.** If there is other applicable insurance, including approved self-insurance plans, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the insurance with the highest limit of liability.
- C.** We will pay only the proportion of the loss that our limit of liability bears to the sum of all applicable limits.

## **III. Part E – Duties After An Accident Or Loss**

Duties **A.** and **B.** are replaced by the following:

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- A. In the event of an accident, prompt written notice must be given to us or our authorized agent. Such notice shall include:
  - 1. Sufficient details to identify the "insured"; and
  - 2. Reasonably obtainable information regarding how, when and where the accident happened.
- B. A person seeking Personal Injury Protection Coverage must:
  - 1. Promptly give us written proof of claim, under oath if required. Such proof shall include:
    - a. Full details of the nature and extent of the "bodily injury" and treatment and rehabilitation received and contemplated; and
    - b. Any other information which may assist us in determining the amount due and payable.
  - 2. Submit, when required by order of a court, to a physical or mental exam by a physician specified in the court order.

## IV. Part F – General Provisions

Part F is amended as follows:

- A. The **Our Right To Recover Payment** Provision is replaced by the following:

### **Our Right To Recover Payment**

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right, to the extent of our payment. That person shall:

- 1. Execute and deliver the instruments and papers and do whatever else is necessary to secure such rights; and
- 2. Do nothing after loss to prejudice these rights.

Our rights in this provision are subject to the provisions of the Kentucky Motor Vehicle Reparations Act.

- B. Paragraph B. of the **Policy Period And Territory** Provision is replaced by the following:

### **Policy Period And Territory**

- B. The policy territory is:

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

- C. The following provisions are added:

### **Coordination Of Coverage**

In consideration of the coverage provided under this endorsement and the adjustment of applicable premiums, any amounts payable under Part B or Part C of this policy shall be excess over any personal injury protection benefits paid or payable, but for the application of a deductible, under this or any other automobile insurance policy.

### **Constitutionality Clause**

# Personal Injury Protection Coverage – Kentucky

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The premium for and the coverages of this policy have been established in reliance upon the Kentucky Motor Vehicle Reparations Act. If a court of competent jurisdiction:

1. Declares; or
2. Enters a judgment which renders;  
the provisions of these statutes invalid or unenforceable, in whole or in part, we shall have the right to:
  1. Recompute the premium payable for this policy; and
  2. At our option, void or amend the provisions of this endorsement.

## **Notice To Policyholders**

Acceptance of the coverage described in the Kentucky Motor Vehicle Reparations Act places some limitations on your right to bring suit for bodily injury. The Kentucky Motor Vehicle Reparations Act (Kentucky Revised Statutes Chapter 304, Subtitle 39) reads in part:

- (1) "Any person who registers, operates, maintains or uses a motor vehicle on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such motor vehicle and use of the public roadways, be deemed to have accepted the provisions of this subtitle, and in particular those provisions which are contained in this section.
- (2) (a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance or use of a motor vehicle is abolished for damages because of bodily injury, sickness or disease to the extent the basic reparation benefits provided in this subtitle are payable therefor, or that would be payable but for any deductible authorized by this subtitle, under any insurance policy or other method of security complying with the requirements of this subtitle, except to the extent non-economic detriment qualifies under paragraph (b) of this subsection.  
(b) In any action of tort brought against the owner, registrant, operator or occupant of a motor vehicle with respect to which security has been provided as required in this subtitle, or against any person or organization legally responsible for his or her acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of bodily injury, sickness or disease arising out of the ownership, maintenance, operation or use of such motor vehicle only in the event that the benefits which are payable for such injury as medical expense or which would be payable but for any exclusion or deductible authorized by this subtitle exceed one thousand dollars (\$1,000), or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of



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bodily function or death. Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least one thousand dollars (\$1,000).

(c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer, or user of a motor vehicle within subsection (1) of this section, nor for injury to the passenger of a motorcycle arising out of the maintenance or use of such motorcycle."

(3) "Any person may refuse to consent to the limitations of his or her tort rights and liabilities as contained in this section. Such rejection must be completed in writing or electronically in a form to be prescribed by the Department of Insurance and must have been executed and filed with the department at a time prior to any motor vehicle accident for which such rejection is to apply."

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for bodily injury.



# Added Personal Injury Protection Coverage – Kentucky

*This endorsement changes the policy. Please read it carefully.*

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With respect to coverage provided by this endorsement, the provisions of the Personal Injury Protection Coverage – Kentucky endorsement apply unless modified by this endorsement.

## SCHEDULE

### I. Definitions

The definition of "insured" in Paragraph **C.** is replaced by the following:

**C.** "Insured" as used in this endorsement means:

The "named insured" or any "family member" while:

1. "Occupying"; or
2. A "pedestrian" struck by;

any "motor vehicle".

However, "insured" does not include the "named insured" or any "family member" who has rejected the limitation upon his tort rights pursuant to the Kentucky Motor Vehicle Reparations Act, unless personal injury protection benefits have subsequently been purchased under this policy for that person.

Any rejection of tort limitations applicable only to motorcycles shall not affect the status of any person as an "insured" with respect to any "motor vehicle" other than a motorcycle.

### II. Added Personal Injury Protection Coverage

The introductory paragraph of the Insuring Agreement is replaced by the following:

#### INSURING AGREEMENT

**A.** We will pay added personal injury protection benefits, in addition to any amounts paid or payable for benefits under the Personal Injury Protection Coverage endorsement, to or for the "named insured" or any "family member" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle.

**B.** Subject to the limits of liability shown in the Schedule or Declarations, added personal injury protection benefits consist of the following:

1. Medical expenses.
2. Funeral expenses.
3. Work loss.
4. Replacement services loss.
5. Survivor's economic loss.
6. Survivor's replacement services loss.

#### EXCLUSIONS

Personal Injury Protection Coverage Exclusion **C.** does not apply.

#### LIMITS OF LIABILITY

**A.** Paragraph **A.** is replaced by the following:

# Added Personal Injury Protection Coverage – Kentucky

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The limits of liability shown in the Schedule or Declarations for Added Personal Injury Protection Coverage are the most we will pay to or for the "named insured" or any one "family member" injured in any one "motor vehicle" accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Policies or approved self-insurance plans applicable;
3. Claims made; or
4. "Your covered autos".

**B.** Paragraph **B.** does not apply.

## **OTHER INSURANCE**

The **Other Insurance** Provision is replaced by the following:

- A.** No one will be entitled to receive duplicate payments for the same elements of loss under this or any other similar insurance, including approved self-insurance plans.
- B.** Any coverage we provide under this endorsement shall be excess over any applicable personal injury protection coverage provided in accordance with the Kentucky Motor Vehicle Reparations Act.
- C.** If work loss, replacement services loss, survivor's economic loss, survivor's replacement services loss or funeral expenses are payable under more than one policy or approved self-insurance plan, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the insurance with the highest limit of liability.
- D.** If there is other applicable similar insurance, including approved self-insurance plans, 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.

## **III. Part F – General Provisions**

- A.** The following is added to the **Two Or More Auto Policies** Provision:

### **TWO OR MORE AUTO POLICIES**

This provision does not apply to the Maximum Limit of Liability for the Total of All Added Personal Injury Protection Benefits.

- B.** Paragraph **(2)(a)** of the Notice To Policyholders does not apply.



# Uninsured motorists Coverage – Kentucky

*This endorsement changes the policy. Please read it carefully*

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## **PART C – UNINSURED MOTORISTS COVERAGE**

Part C is replaced by the following:

### **INSURING AGREEMENT**

**A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

**B.** "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

**C.** "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 policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" are "occupying";
  - c. "Your covered auto"; or
  - d. Another vehicle which, in turn, hits:
    - (1) You or any "family member";
    - (2) A vehicle which you or any "family member" are "occupying"; or
    - (3) "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent within one year of the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".

# Uninsured motorists Coverage – Kentucky

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2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

## **EXCLUSIONS**

- A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
  1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
  2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (**A.2.**) does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**A.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
- B.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  1. Workers' compensation law; or
  2. Disability benefits law.
- C.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

## **LIMIT OF LIABILITY**

- A.** The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising 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 Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

  1. "Insureds";
  2. Claims made;
  3. Vehicles shown in the Declarations; or
  4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  1. Part **A** or Part **B** of this policy; or

# Uninsured motorists Coverage – Kentucky

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2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  1. Workers' compensation law; or
  2. Disability benefits law.

## **OTHER INSURANCE**

If there is other applicable insurance similar to the insurance provided by this endorsement, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle:

- a. You do not own, including any vehicle while used as a temporary substitute for "your covered auto"; or
- b. Owned by you or any "family member" which is not insured for this coverage under this policy;

Shall be excess over any other collectible insurance similar to the insurance provided by this endorsement.

## **ARBITRATION**

If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
  2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, 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.

Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding.

## **PART F – GENERAL PROVISIONS**

The following is added to the Two Or More Auto Policies Provision:

### **TWO OR MORE AUTO POLICIES**

1. This provision does not apply to Uninsured Motorists Coverage.

# Uninsured motorists Coverage – Kentucky

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2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.



# Underinsured Motorists Coverage – Kentucky

*This endorsement changes the policy. Please read it carefully*

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With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

## **INSURING AGREEMENT**

**A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

**B.** "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

**C.** "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not upon public roads.
5. While located for use as a residence or premises.
6. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
7. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

## **EXCLUSIONS**

**A.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":



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1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion **(A.1.)** does not apply to a share-the-expense car pool.
  2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.2.)** does not apply to a "family member" using "your covered auto" which is owned by you.
- B.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
- C.** We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

## **LIMIT OF LIABILITY**

- A.** The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising 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 Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under Part **A**, Part **B** or Part **C** of this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.
- This Paragraph **(D.)** shall not apply if we advance payment to the "insured" in an amount equal to the tentative settlement with the insurer of the "underinsured motor vehicle".
- E.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

# Underinsured Motorists Coverage – Kentucky

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1. Workers' compensation law; or
2. Disability benefits law.

## **OTHER INSURANCE**

If there is other applicable insurance similar to the insurance provided by this endorsement, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle:

1. You do not own, including any vehicle while used as a temporary substitute for "your covered auto"; or
2. Owned by you or any "family member" which is not insured for this coverage under this policy;

Shall be excess over any other collectible insurance similar to the insurance provided by this endorsement.

## **ARBITRATION**

**A.** If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
  2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, 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.

**B.** Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

**C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of Kentucky. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

## **ADDITIONAL DUTIES**

A person seeking coverage under this endorsement must also promptly:

1. Send us copies of the legal papers if a suit is brought; and

# Underinsured Motorists Coverage – Kentucky

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2. Notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

## **PART F – GENERAL PROVISIONS**

Part F is amended as follows:

- A.** The following is added to the **Our Right To Recover Payment** Provision:

### **OUR RIGHT TO RECOVER PAYMENT**

Our rights do not apply under Paragraph **A.** with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice by certified or registered mail of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle", and
2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

- B.** The following is added to the **Two Or More Auto Policies** Provision:

### **TWO OR MORE AUTO POLICIES**

1. This provision does not apply to Underinsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Underinsured Motorists Coverage.



## Single Liability Limit - Kentucky

*This endorsement changes the policy. Please read it carefully.*

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Paragraph **A.** of the **Limit Of Liability** Provision in Part **A** is replaced by the following:

### **LIMIT OF LIABILITY**

**A.** The limit of liability shown in the Declarations for Liability Coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability shown in the Declarations to first provide the separate minimum limits required by the Financial Responsibility Law of the State of Kentucky for:

1. "Bodily injury" or death of one person in any one auto accident;
2. "Bodily injury" or death of two or more people in any one auto accident; and
3. Injury to or destruction of property of others in any one auto accident.

This provision will not change our total limit of liability.



# Single Uninsured Motorists Limit – Kentucky

*This endorsement changes the policy. Please read it carefully*

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Paragraph **A.** of the **Limit Of Liability** Provision in the Uninsured Motorists Coverage endorsement is replaced by the following:

## **LIMIT OF LIABILITY**

The limit of liability shown in the Declarations for Uninsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles shown in the Declarations; or
4. Vehicles involved in the accident.



# Single Underinsured Motorists Limit – Kentucky

*This endorsement changes the policy. Please read it carefully.*

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Paragraph **A.** of the **Limit Of Liability** Provision in the Underinsured Motorists Coverage Endorsement is replaced by the following:

## **LIMIT OF LIABILITY**

The limit of liability shown in the Declarations for Underinsured Motorists Coverage is our maximum limit of liability for all damages because of "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles shown in the Declarations; or
4. Vehicles involved in the accident.



## Additional Insured - Lessor

*This endorsement changes the policy. Please read it carefully.*

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With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

Any liability and any required no-fault coverages afforded by this policy for "your leased auto" also apply to the lessor named in the Declarations as an additional insured. This insurance is subject to the following additional provisions:

1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
  - (a) you or any "family member", or
  - (b) any other person except the lessor or any employee or agent of the lessor using "your leased auto".
2. "Your leased auto" means:
  - (a) an auto shown in the Declarations or in this endorsement which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
  - (b) any substitute or replacement auto furnished by the lessor named in this endorsement.
3. If we terminate this policy, notice will also be mailed to the lessor.
4. The lessor is not responsible for payment of premiums.
5. The designation of the lessor as an additional insured shall not operate to increase our limits of liability.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



# Miscellaneous Type Vehicle Endorsement

*This endorsement changes the policy. Please read it carefully.*

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## NOTICE

**For the Collision and Other Than Collision Coverages, the amount shown in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.**

With respect to the "miscellaneous type vehicles" and coverages described in the Declarations, the provisions of the policy apply unless modified by this endorsement.

### I. Definitions

The **Definitions** Section is amended as follows:

- A. For the purpose of the coverage provided by this endorsement "miscellaneous type vehicle" means a motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart.
- B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

  - 1. Any "miscellaneous type vehicle" shown in the Declarations.
  - 2. A "newly acquired auto".
  - 3. Any "trailer".
  - 4. Any "miscellaneous type vehicle" or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
    - a. Breakdown;
    - b. Repair;
    - c. Servicing;
    - d. Loss; or
    - e. Destruction.

This Provision **(4.)** does not apply to Coverage for Damage to Your Auto.

- C. Paragraph **1.** of the definition of "Newly acquired auto" is replaced by the following:
  - 1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
    - a. A private passenger auto;
    - b. A pickup or van, for which no other insurance policy provides coverage, that:
      - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
      - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
        - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
        - (b) For farming or ranching; or



# Miscellaneous Type Vehicle Endorsement

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- c. Any "miscellaneous type vehicle" of the same type shown in the Declarations.

## II. Part A – Liability Coverage

Part A is amended as follows:

- A. The definition of "insured" is replaced by the following:

"Insured" means:

1. You or any "family member" for the ownership, maintenance or use of "your covered auto".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

- B. The **Exclusions** Section is amended as follows:

1. Exclusion **B.1.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (**B.1.**) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency; or
- b. To any "trailer"; or
- c. To a vehicle insured for Liability Coverage under this endorsement.

2. The following exclusion applies under Part A to any vehicle for which the Declarations indicates that the passenger hazard is excluded:

We do not provide Liability Coverage for any "insured" for "bodily injury" to any person while "occupying" the described "miscellaneous type vehicle".

## III. Part B – Medical Payments Coverage

Exclusion 1. of Part B is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any motorized vehicle having fewer than four wheels. However, this Exclusion (**1.**) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.

## IV. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

- A. The following is added to the Insuring Agreement:

We will pay for direct and accidental loss to facilities or equipment designed to be used with a "your covered auto" shown in the Declarations which is a motor home, while such facilities or equipment is in or attached to the motor home. Facilities or equipment include but are not limited to:

# Miscellaneous Type Vehicle Endorsement

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1. Cooking, dining, plumbing, or refrigeration facilities;
  2. Awnings or cabanas; or
  3. Any other facilities or equipment designed to be used with a motor home.
- B.** The following is added to the definition of "non-owned auto":
3. Any motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:
    - a. Breakdown;
    - b. Repair;
    - c. Servicing;
    - d. Loss; or
    - e. Destruction.
- C.** The **Exclusions** Section is amended as follows:
1. Exclusion **6.** does not apply to:
    - a. Any "miscellaneous type vehicle", shown in the Declarations, which is a motor home; and
    - b. Facilities or equipment designed to be used with the described motor home while in or attached to the motor home.
  2. The following exclusions are added:
    - a. We will not pay for loss to:
      - (1) Clothing or luggage;
      - (2) Business or office equipment; or
      - (3) Articles which are sales samples or used in exhibitions.
    - b. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions **4., 8.,** or **9.** of Part **D.**
- D.** With respect to the Coverage(s) shown as applicable to a vehicle described in the Declarations, the **Limit Of Liability** Provision is replaced by the following:
- LIMIT OF LIABILITY**
- A.** Our limit of liability for loss will be the lesser of the:
1. The Agreed Value stated in the Declarations or, for any auto without an Agreed Value stated in the Declarations, the actual cash value of the stolen or damaged property;
  2. Amount necessary to repair or replace the property with other property of like kind and quality without application of depreciation.; or
- However, our payment will be reduced by any amount paid for a previous loss to the same vehicle if the prior damage has not been repaired.

# Miscellaneous Type Vehicle Endorsement

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- B.** Any applicable deductible shown in the Declarations will reduce our payment for loss. In the event of a Total Loss, no deductible will apply. An auto will be considered a Total Loss when:
- 1.** The costs of labor and parts to repair the auto plus the salvage value are greater than or equal to the Agreed Value;
  - 2.** The entire auto is stolen, not recovered and we offer to settle the loss; or
  - 3.** We deem it to be a Total Loss.



## Extended Towing and Labor Costs Coverage

*This endorsement changes the policy. Please read it carefully.*

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We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.



## Loss Payable Clause

*This endorsement changes the policy. Please read it carefully.*

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With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto." However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



# Kentucky Added Personal Injury Protection Limits Notice

*Important Notice regarding Your policy. Please read it carefully*

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In accordance with Kentucky law, this notice is to notify you that higher Added Personal Injury Protection limits are available upon request.

Please contact your agent if you have any questions.



# Commonwealth of Kentucky Proof of Insurance Information

*Important notice regarding your policy. Please read it carefully*

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In accordance with Kentucky law, this notice is to notify you that proof of coverage information for your motor vehicle(s) has been reported electronically to the Department of Vehicle Regulation.

If your motor vehicle(s) vehicle identification number (VIN) does not appear in the Department's database, you may be required to present your Proof of Insurance Card as alternative evidence of proof of coverage to the County Clerk for issuance of a replacement plate, decal, or registration certificate or renewal.

Refer to the reverse side of your Proof of Insurance Card for other important information.



## Contact Information

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If you would like to obtain information about your coverage or if you need assistance in resolving an issue relating to your insurance policies with us, please contact us at:

Privilege Underwriters Reciprocal Exchange  
44 South Broadway, Suite 301  
White Plains, NY 10601

(888) 813-PURE

Please include your name and policy number in any correspondence.





# Important Notice Regarding the Fair Credit Reporting Act (FCRA)

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Federal law requires all insurers to provide this notice.

In accepting this insurance it is understood that as part of our underwriting procedure, one or more investigative consumer reports were obtained. This may include motor vehicle reports, credit reports, or inquiries with individuals to confirm information you provided to us. If such an investigation is made, it will be handled in the strictest confidence.

You have the right to request information on the scope and nature of the investigative consumer reports. To obtain this information, please send a written request to:

Privilege Underwriters Reciprocal Exchange  
Attn: Privacy Inquiries  
44 South Broadway, Suite 301  
White Plains, New York 10601



# Consumer Disclosure Notice

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PURE is pleased to provide coverage according to the price and terms stated on the Declarations Page of your policy. The purpose of this notice is to share some important information with you.

We understand that as a good insurance risk you want to be rewarded with lower premiums. We use many factors in determining the price of your insurance, making the rate you pay commensurate with your individual situation.

One of the factors we consider in determining your premium is an insurance score, which is obtained from a consumer report. Due in part to your insurance score, your premium is not the lowest possible price. The primary factors in the consumer report that contributed to your insurance score are

1. # OF DEROGATORY PUBLIC RECORD ITEMS
2. # OF ACCOUNTS THAT HAVE BEEN ESTABLISHED
3. # OF ACCOUNTS CURRENTLY OR IN THE PAST W/30+ DAY LATE PAYMENTS
4. RATIO OF TOTAL AMOUNT OF PAST DUE BALANCES TO TOTAL BALANCES ON ACCTS

The consumer report we used to determine your insurance score was provided by a consumer reporting agency. You have the right to obtain a free copy of your consumer report within 60 days of receiving this notice. You also have the right to dispute incomplete or inaccurate information with them.

The consumer reporting agency name and contact information is:

ChoicePoint Consumer Service Center  
P. O. Box 105108  
Atlanta, Georgia 30348-5108  
(800) 456-6004  
[www.consumerdisclosure.com](http://www.consumerdisclosure.com)  
Reference Number: 23275002845720

Please note that this consumer reporting agency did not make any decision regarding your policy premium and is therefore unable to answer questions regarding your policy or premium determination.

If you would like to learn more about how we use insurance score to provide you the best possible price, please contact PURE Member Services at 1-888-813-7873.



# Important Notice – Dispute Resolution Process Under the Federal Fair Credit Reporting Act (FCRA)

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Under the FCRA, you have the right to obtain a free copy of your consumer report we used to determine your insurance score. You also have the right to dispute any incomplete or inaccurate information with the consumer reporting agency that provided the report.

If, after any reinvestigation of any information disputed by you, an item of the report is found to be inaccurate or incomplete or cannot be verified, the consumer reporting agency must promptly:

- Delete that item of information from your report, or modify that item of information, as appropriate, based on the results of the reinvestigation; and
- Notify the furnisher of that information and you that the information has been modified or deleted from your report.

We will then re-underwrite or re-rate your policy and shall make any adjustments necessary, consistent with our underwriting and rating guidelines within thirty (30) days of receiving notice from you.

Please also let us know if you feel your consumer report has been adversely influenced by extraordinary life events, including but not limited to catastrophic illness, injury, loss of employment, divorce, death of spouse, child or parent or identity theft. We will review the circumstances as reported by you or your agent and will request and review your consumer report.

If it is determined the extraordinary life event did directly influence your consumer report, your policy will be re-rated without using the insurance score that was based on your consumer report.



# Privacy Notice

*Important notice regarding your policy.*

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## **What Does PURE Do with Your Personal Information?**

*Why does PURE collect personal information?*

Financial companies choose how they use and share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

*What kinds of personal information does PURE collect?*

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Numbers, email address, dates of birth, physical addresses;
- Vehicle information, motor vehicle and claims histories;
- Vehicle operators information, mortgages, lien or lease holder information;
- Credit card information and credit reporting information such as scores; and
- Occupation and whether you own or rent your residence.

When you are *no longer* our customer, we continue to share your information as described in this notice.

At any time you can access any of your personal information that we may have. To do so, please submit a written request to us describing the information you want to review, and properly identify yourself and specifically grant us permission so that we can release requested information if it is able to be disclosed.

*How does PURE collect my information?*

PURE collects only the information necessary to underwrite insurance policies, adjust claims and operate the other functions necessary to provide you with the products and services we offer. PURE collects this information from various reporting or database and agencies or bureaus.

We collect your personal information, for example, when you:

- Apply for insurance, file a claim, contact us for information or with questions;
- Send us emails or other correspondence; or
- If you communicate with us by telephone (please note that we may record or monitor the call).

*How does PURE protect my information?*

# Privacy Notice

## Page 2

To protect your personal information from unauthorized access and use, we use security measures that comply with state and federal law. These measures include computer safeguards and secured files and buildings. We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to you. We take reasonable measures to ensure that the companies we choose as our business partners support our commitment to protecting the privacy of our subscribers in their handling of our subscribers' personal data.

### *How does PURE use my personal information?*

All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons PURE chooses to share subscribers' personal information; and whether you can limit this sharing.

Any information which we have or may obtain about you or other individuals listed as policyholders on your policy will be treated confidentially.

Reasons we can share your personal information	Does PURE share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as policy issuance, claim adjustment, responding to service requests from you or your broker, responding to court orders and legal investigations, government agencies for regulatory reporting, etc.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies.</b>	No	N/A
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	N/A
<b>For nonaffiliates to market to you.</b>	No	N/A

PURE Affiliates: Privilege Underwriters, Inc. (PUT), PURE Insurance Company (PIC), PURE Risk Management, LLC (PRM)

# Privacy Notice

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Non-affiliates: Companies not related by common ownership or control. They can include claims and other servicing vendors, insurance agencies, government agencies and departments, insurance servicing and reporting entities.

*Why I can't I limit all sharing?*

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about our creditworthiness; and
- Sharing for non-affiliates to market to you,

neither of which PURE does. The only sharing PURE does is to allow PURE to run its everyday business.

*Can I change the personal information PURE has?*

If you ask us to amend or delete information about you, we will correct, amend or delete the personal information in dispute or notify you of the action we will take along with the reason for our decision. You can submit your request for additional information or your request to amend your information to:

Privacy Officer  
Privilege Underwriters Reciprocal Exchange  
44 South Broadway, Suite 301  
White Plains NY 10601

(If the information you ask us to modify is from another source such as a Credit Reporting entity, we will not be able to change their information and you will need to work directly with that provider).

*How do you use Credit or Consumer Reports?*

In accordance with applicable federal and state laws, a credit report or other consumer report about you may be used to develop an insurance score. Your insurance score will be used to review your application for insurance and subsequent amendments and renewals. An insurance score uses information from your credit and/or consumer report to help predict how often you are likely to file claims and how expensive those claims will be. Insurance score information is then used to determine how much we will charge for insurance.

# Privacy Notice

Page 4

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Items from a credit report that could affect an insurance score include payment history, number of revolving accounts, number of new accounts, and the presence of collection accounts, bankruptcies and foreclosures. We will use information provided by LexisNexis (formerly ChoicePoint), or an equivalent third party vendor, in connection with the development of your insurance score. You have the right to a free copy of the credit report or consumer report used to develop your insurance score, and you have the right to work with the credit reporting agency that provided it to correct information which may be inaccurate.

*What is an extraordinary life circumstance and how might it apply to me?*

If an insurance score was used to rate your policy, you have the right to request in writing that we consider extraordinary life circumstance in connection with the use of your insurance score. PURE is an insurer authorized to do business in certain states that allow insurance score to be used to rate risks for a policy of personal insurance. In those states where permitted, PURE may, on written request from a consumer, provide exceptions to its rules for a consumer who has experienced, and whose credit information has been directly influenced by, events considered extraordinary circumstances such as; 1. Catastrophic illness or injury; 2. Death of a spouse, child or parent; 3. Divorce; 4. Identity theft; 5. Temporary loss of employment; 6. Military deployment overseas; 7. Total or other loss that makes your home uninhabitable; 8. Other events determined by PURE.

In the case that we receive an extraordinary life event submission, we may, but are not required to, do any of the following: 1. Require you to provide reasonable written and independently verifiable documentation of the event. 2. Require you to demonstrate that the event had direct and meaningful impact on your credit information. 3. Require that such request be made no more than sixty days after the date of the application for insurance or the policy renewal. 4. Grant an exception despite the fact that you did not provide the initial request for an exception in writing. 5. Grant an exception where you ask for consideration of repeated events or we have considered this event previously. 6. Assign a neutral insurance score.