

PERSONAL AUTO POLICY

PAP Standard Form

POLICY NUMBER: PAP-2024-567890

EFFECTIVE DATE: January 1, 2024

AGREEMENT AND DEFINITIONS

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

DEFINITIONS

A. You and Your: mean the named insured shown in the Declarations and the spouse if a resident of the same household.

B. We, Us and Our: mean the Company providing this insurance.

C. Bodily Injury: means bodily harm, sickness or disease, including death that results.

D. Business: includes trade, profession or occupation.

E. Family Member: means a person related to you by blood, marriage or adoption who is a resident of your household.

F. Occupying: means in, upon, getting in, on, out or off.

G. Property Damage: means physical injury to, destruction of or loss of use of tangible property.

H. Trailer: means a vehicle designed to be pulled by a private passenger auto, pickup or van.

I. Your Covered Auto: means any vehicle shown in the Declarations, a newly acquired auto, a trailer you own, or a temporary substitute auto.

PART A - LIABILITY COVERAGE

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.

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 rented to, used by or in the care of that insured.
4. For bodily injury to an employee of that insured during the course of employment.
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.
6. While employed or otherwise engaged in the business of selling, repairing, servicing, storing or parking vehicles designed for use mainly on public highways.
7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business (other than farming or ranching) not described in Exclusion A.6.
8. Using a vehicle without a reasonable belief that that person is entitled to do so.
9. For bodily injury or property damage for which that insured is an insured under a nuclear energy liability policy.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

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, 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.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to \$30 per day to a maximum of \$900 for:

1. Temporary transportation expenses not exceeding the amount stated above incurred by you in the event of a loss to your covered auto. We will pay for such expenses if the loss is caused by:

- a. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- b. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

2. Expenses for which you become legally responsible in the event of loss to a non-owned auto. We will pay for such expenses if the loss is caused by:

- a. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for any your covered auto.
- b. Collision only if the Declarations indicate that Collision Coverage is provided for any your covered auto.

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.
2. Damage due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires.
3. Loss due to or as a consequence of radioactive contamination, discharge of any nuclear weapon, nuclear reaction, radiation, or radioactive contamination.
4. Loss to any electronic equipment designed for the reproduction of sound, including any accessories used with such equipment.
5. Loss to tapes, records, discs or other media used with equipment described in Exclusion 4.
6. A total loss to your covered auto or any non-owned auto due to destruction or confiscation by governmental or civil authorities.
7. Loss to a 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.
10. Loss to any non-owned auto being maintained or used by any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing or parking vehicles designed for use on public highways.

LIMIT OF LIABILITY

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

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any non-owned auto which is a trailer is \$1,500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is not designed solely for the reproduction of sound and accessories used with such equipment, is \$1,000.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.