

# Louisiana Personal Auto Policy



PERSONAL



COMMERCIAL



MOTORCYCLE



RV



HOMEOWNERS



FLOOD



HEALTH & LIFE

10954 (05/16)

**National General**   
Auto, Home & Health Insurance

4670 I-49 North Service Road  
Opelousas, LA 70570

Imperial Fire & Casualty Insurance Company  
A Stock Company



**LOUISIANA  
PERSONAL AUTO POLICY**

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## INSURANCE FRAUD WARNING

Any person who deliberately reports false information or withholds material information in the submission of an application for insurance or the presentation of a claim in order to obtain coverage or additional benefits to which they are not entitled is guilty of insurance fraud and may be subject to both criminal prosecution and civil penalties.

### WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS

If a person or **vehicle** covered by this policy is involved in an **accident** or **loss** for which this insurance may apply, report it to **us** within twenty-four (24) hours or as soon as practicable by contacting **your** agent or calling **us** at 1-800-960-7777.

- A. **You** or an **insured person** should promptly report each **accident** or **loss** even if an **insured person** is not at fault;
- B. **You** should provide **us** with the following **accident** or **loss** information as soon as it is available:
  - 1. time and date;
  - 2. place;
  - 3. circumstances of the **accident** or **loss** – example – how the **accident** happened and weather conditions;
  - 4. the names and addresses of any persons involved;
  - 5. the names and addresses of any witnesses; and
  - 6. the license plate numbers of the vehicles involved;
- C. **You** or an **insured person** should also notify the police within twenty-four (24) hours or as soon as practicable if:
  - 1. a hit-and-run vehicle is involved; or
  - 2. theft or vandalism has occurred;

D. A person seeking any coverage must:

- 1. cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit, or any matter concerning a claim;
- 2. provide any written proof of **loss we** may reasonably require;
- 3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
- 4. promptly send **us** any and all legal papers relating to any **accident** or **loss**;
- 5. attend hearings and trials as **we** require;
- 6. take reasonable steps after a **loss** to protect the **covered vehicle, non-owned vehicle, or trailer** from further **loss**. If **we** provide **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED VEHICLE**, **we** will pay reasonable expenses incurred in providing that protection. If **you** fail to do so, any further damages will not be covered under this policy;
- 7. allow **us** to have the damaged **covered vehicle, non-owned vehicle, or trailer** inspected and appraised before its repair or disposal;
- 8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
- 9. authorize **us** to obtain medical and other records.

Should **you** fail to comply with any of these duties then **our** liability will be reduced to the extent that **we** are prejudiced by **your** action or inaction.

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## AGREEMENT

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In return for **your** payment of the premium on time, **we** will provide the insurance described in this policy.

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## DEFINITIONS

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Except as otherwise defined in this policy, terms appearing in boldface will have the following meaning:

1. **“Accident”** means a sudden, unexpected, and unintended occurrence.
2. **“Bodily injury”** means physical injury, sickness, or disease, including death that results from physical injury, sickness, or disease. However, **bodily injury** does not include a person’s emotional distress or mental anguish unless it arises out of actual physical injury to that person.
3. **“Business”** includes a trade, profession, or occupation.
4. **“Covered vehicle”** means:
  - a. any **vehicle** shown on the **Declarations Page**, unless **you** have asked **us** to delete that **vehicle** from the policy;
  - b. any additional **vehicle** on the date **you** become **owner** if:
    - i. **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
    - ii. **we** insure all **vehicles owned** by **you**; and
    - iii. no other insurance policy provides coverage for that **vehicle**.

For a **vehicle you** acquire in addition to any **vehicle** shown on the **Declarations Page**, **we** will provide the broadest coverage **we** provide for any **covered vehicle** shown on the **Declarations Page**. **We** will provide coverage for a period of 30 days after **you** become the **owner**. **We** will not provide coverage after this 30 day period, unless within this period **you** ask **us** to insure the **vehicle**. The addition of this newly acquired **vehicle** to **your** policy may require the payment by **you** of additional premium;

- c. any replacement **vehicle** on the date **you** become the **owner** if:
  - i. **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
  - ii. the **vehicle** that **you** acquire replaces one shown on the **Declarations Page**; and
  - iii. no other insurance policy provides coverage for that **vehicle**.

If the **vehicle** that **you** acquire replaces the one shown on the **Declarations Page**, it will have the same coverage as the **covered vehicle** it replaces. **You** must ask **us** to insure a replacement **vehicle** within thirty (30) days after **you** become the **owner** if **you** want to add or continue coverage under PART D – COVERAGE FOR DAMAGE TO YOUR COVERED VEHICLE. If the **vehicle** replaced did not have coverage under PART D – COVERAGE FOR DAMAGE TO YOUR COVERED VEHICLE, **you** may add coverage for the replacement **vehicle**. However, if **you** add coverage under PART D – COVERAGE FOR DAMAGE TO YOUR COVERED VEHICLE, it will not become effective until after **you** ask **us** to add the coverage. If **you** add any other coverage to this policy or increase **your** limits, it will not become effective until after **you** ask **us** to add the coverage or increase **your** limits. The addition of this newly acquired **vehicle** to **your** policy may require the payment by **you** of additional premium.

- d. any **trailer owned** by **you** while drawn by or attached to a **vehicle** described in a, b, or c above.
- e. any **vehicle** or **trailer** while used as a **temporary substitute vehicle**. PART D – COVERAGE FOR DAMAGE TO YOUR COVERED VEHICLE does not apply to a **temporary substitute vehicle** unless such vehicle is a **loaner vehicle** or rental vehicle.
- f. any private passenger **vehicle** rented by **you**.

The insurance coverage provided under this policy with respect to a rental **vehicle** shall be primary. However, if other automobile insurance coverage or financial responsibility protection is purchased by **you** for the rental **vehicle** that purchased coverage shall be primary and the coverage provided by this policy shall be excess coverage only.

5. **“Crime”** means any criminal act, other than a traffic violation, or any action to flee from, evade or avoid arrest or detection by the police or other law enforcement agency, regardless of whether the perpetrator is actually charged with or convicted of a criminal act.
6. **“Declarations Page”** means the document from **us** listing:
  - a. the types of coverage **you** have elected;
  - b. the limit for each coverage;
  - c. the cost for each coverage;
  - d. the specified **vehicles** covered by this policy;

- e. the types of coverage for each such **vehicle**;  
and
  - f. other information applicable to this policy.
7. "**Forcible entry**" means making entry by actual force to the **covered vehicle** or the premises on which the **covered vehicle** is garaged, at the point of entry.
  8. "**Loaner vehicle**" means any **vehicle** which is provided to **you** by any person engaged in the business of selling, repairing, or servicing motor vehicles for **your** temporary use as a replacement **vehicle** while a **covered vehicle**, only as defined in 4(a) through 4(c) of these Definitions, is being serviced or repaired. **Loaner vehicle** shall also mean any **vehicle** which is provided to **you** by any person engaged in the business of selling, repairing, or servicing motor vehicles for the purpose of allowing **you** to demonstrate or test drive the **vehicle**. The **loaner vehicle** shall have the same coverage as the **vehicle** being serviced or repaired.
  9. "**Loss**" means sudden, direct, and accidental damage or destruction.
  10. "**Non-owned vehicle**" means any **vehicle** that is not **owned** by **you**, a **relative**, or the spouse of the **named insured** even if not residing in the same household as the **named insured**.
  11. "**Occupying**" means in, on, entering, or exiting.
  12. "**Owned**" means the person who:
    - a. holds title to the **vehicle** or possesses the vehicle under a document or other agreement evidencing or conveying ownership;
    - b. has legal possession of the **vehicle** that is subject to a written security agreement with an original term of six (6) months or more; or
    - c. has legal possession of the **vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.
  13. "**Owner**" means any person who, with respect to a **vehicle**:
    - a. holds title to the **vehicle** or possesses the vehicle under a document or other agreement evidencing or conveying ownership;
    - b. has legal possession of the **vehicle** that is subject to a written security agreement with an original term of six (6) months or more; or
    - c. has legal possession of the **vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.
  14. "**Personal vehicle sharing program**" means the sharing of a **vehicle** for commercial use of transporting people or property for a fee including, but not limited to, use of a **vehicle** while being

operated on behalf of a **transportation network company** such as Uber, Lyft, Sidecar, etc. A passenger procurement company is an organization whether a corporation, partnership, sole proprietor or other form that provides transportation services and connects passengers with drivers using their personal **vehicle** for which the driver receives compensation or a fee. Coverage under this policy is not provided during the following time periods:

1. while available for hire during the **pre-trip acceptance period**; or
2. the trip acceptance period when a passenger has been picked up and is being driven to his/her destination.

"**Pre-trip acceptance period**" as used here in means any period of time during which a participating driver is logged into a transportation network company's connection method other than the trip acceptance period.

15. "**Property damage**" means physical damage to, destruction of, or loss of use of tangible property, but only to the extent that loss of use is recoverable under the laws of the State of Louisiana.
16. "**Punitive or exemplary damages**" means awards that may be imposed to punish a wrongdoer of wanton, reckless, malicious, or oppressive actions, and such other damages that are intended to deter or discourage other similar conduct or behavior.
17. "**Relative**" means a person residing in the same household as **you**, related to **you** by blood, marriage, or adoption, listed on the application and a holder of a valid driver's license, including a ward, stepchild, or foster child. Unmarried dependent children temporarily away from home will be considered residents if:
  - a. they are under the age of twenty-five (25) years; and
  - b. they intend to continue to reside in **your** household.
18. "**Temporary vehicle**" means any **vehicle** or **trailer** not **owned** by **you** or a resident of **your** household, while temporarily used as a substitute for the **covered vehicle** while the **covered vehicle** is being serviced or repaired by a facility engaged in the business of selling, repairing, or servicing motor vehicles. The insurance coverage provided under this policy with respect to a **temporary substitute vehicle** shall be primary. However, if other automobile insurance coverage or financial responsibility protection is purchased by **you** for the **temporary substitute vehicle**, that purchased coverage shall be primary and the coverage provided under this policy shall be excess coverage only.

19. **“Trailer”** means a non-motorized trailer designed to be towed on public roads by a **vehicle**. It includes a farm wagon or farm implement while being towed by a **covered vehicle**. It does not include:
  - a. a mobile home;
  - b. a **trailer** used as an office, store, or for display purposes;
  - c. a **trailer** used for passenger conveyance;
  - d. a **trailer** used for commercial or **business** purposes; or
  - e. a **trailer** used as a residence.
20. **“Transportation network company”** means a person, whether natural or juridical, who provides prearranged transportation services for compensation using a connection method to connect customers with drivers using their personal vehicles.
21. **“Vehicle”** and **“vehicles”** mean a land motor vehicle:
  - a. of the private passenger, pickup body, or sedan delivery type;
  - b. designed for operation principally upon public roads;
  - c. with at least four (4) wheels, but not more than six (6); and
  - d. with a gross vehicle weight of 12,000 pounds or less.

However, **“vehicle”** and **“vehicles”** do not include step-vans, parcel delivery vans, cargo cutaway vans, or other vans with cabs separate from the cargo area.
22. **“We”**, **“us”**, and **“our”** mean the company providing the insurance, as shown on the **Declarations Page**.
23. **“You”** and **“your”** mean the person shown as the **named insured** on the **Declarations Page**, and that person’s spouse if residing in the same household and holding a valid driver’s license.
24. **“Named insured”** is the person or persons indicated as such on **your Declarations Page**.

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## PART A – LIABILITY COVERAGE

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### INSURING AGREEMENT

1. Subject to the limits of liability, if **you** pay a premium for **bodily injury** or **property damage** liability coverage, **we** will pay damages, other than **punitive or exemplary damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle**.

**We** will settle or defend, at **our** option, any claim for damages covered by this Part A. In addition to **our** limit of liability, **we** will pay all defense costs **we**

incur. **Our** duty to settle or defend ends when **our** limits of liability for this coverage have been exhausted by payment of one or more judgments and/or one or more settlements. If the insurance provided under this Part A is excess to other coverage, **we** have no duty to defend **you**, any **insured person**, or the primary insurer, but **we** do have the right to associate in the defense. Should **we** be required to provide any **insured person** or alleged **insured person** with conflict counsel, the rate **we** pay said conflict counsel will be limited to the rate **we** normally pay to counsel **we** retain in the ordinary course of business in the defense of similar **losses**. **We** also have the right to require that such conflict counsel have certain minimum qualifications with respect to competency, including experience in defending similar **losses**. These limitations will apply regardless of whether counsel is chosen by the **insured person**, the alleged **insured person**, or by **us**.

2. When used in this Part A, **“insured person”** or **“insured persons”** means:
  - a. **you** or a **relative** with respect to an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle**;
  - b. any person with respect to an **accident** arising out of that person’s use of a **covered vehicle** with the express or implied permission of **you**;
  - c. **you** or a **relative** with respect to an **accident** arising out of the maintenance or use of a **non-owned vehicle** with the express or implied permission of the **owner** of the **vehicle**; and
  - d. any Additional Interests Insured designated by **you** in **your** application or by a change request agreed to by **us**, with respect to liability for an **accident** arising out of the use of a **covered vehicle** or **non-owned vehicle** by a person described in a, b, or c above.
3. If **you** have asked **us** to exclude from coverage the **named insured**, the spouse of the **named insured**, a **relative**, or any other person, the insurance afforded by this policy shall not apply with respect to any **accident** or **loss** that occurs during the operation, maintenance, or use of any **vehicle** or **vehicles** by the excluded person. No liability or obligation of any kind will attach to **us** for any negligence or liability, vicarious or otherwise, that may be imputed by law to **you** or any other **insured person**, arising out of the ownership, operation, maintenance, or use of a **vehicle** by the excluded person.

## SUPPLEMENTARY PAYMENTS

In addition to **our** Limit of Liability, **we** will pay for an **insured person**:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. judicial interest allowed by law on that part of the judgment **we** pay, until **we** have paid or tendered that portion of the judgment that does not exceed **our** Limits of Liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**. Under no circumstances do **we** owe or will **we** pay judicial interest on that portion of a judgment that is not covered by this policy or does not fall within **our** Limits of Liability;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** arising out of the ownership, maintenance or use of a **covered vehicle** or **non-owned vehicle**. **We** have no duty to apply for or furnish this bond; and
5. reasonable expenses, including loss of earnings up to \$50 a day, incurred at **our** request.

## EXCLUSIONS

Coverage under this Part A does not apply to:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a **vehicle** or **trailer** while being used as a public livery or conveyance, including, but not limited to, delivery of magazines, newspapers, food, or any other products. However, this exclusion:
  - a. applies only to the damages that are in excess of the minimum limits of liability required by the Louisiana Motor Vehicle Safety Responsibility Law; and
  - b. does not apply to shared-expense car pools;
2. any liability assumed by an **insured person** under any contract, agreement, or bailment;
3. **bodily injury** to an employee or co-employee of an **insured person** arising out of or within the course and scope of employment, except for domestic employees if benefits for such domestic employees are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an **accident** involving a **vehicle** or **trailer** being used by a person while employed or engaged in the

**business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing **vehicles**. This exclusion shall apply only to the damages that are in excess of the minimum limits of liability coverage required by the Louisiana Motor Vehicle Safety Responsibility Law.

5. **bodily injury** or **property damage** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
6. **bodily injury** or **property damage** due to nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury** or **property damage** caused by an intentional act of an **insured person** or at the direction of an **insured person**;
10. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household. However, this exclusion does not apply to a rented residence or a rented garage damaged by a **covered vehicle**;
11. **bodily injury** or **property damage** resulting from a **relative's** operation or use of a **vehicle**, other than a **covered vehicle**, **owned** by a person who resides with **you**;
12. **bodily injury** or **property damage** resulting from **your** operation or use of:
  - a. a **vehicle owned** by **you**, other than a **covered vehicle**;
  - b. a **vehicle** regularly used by **you**, other than a **covered vehicle**;
  - c. a **vehicle** available for **your** regular use, other than a **covered vehicle**;
13. **bodily injury** or **property damage** resulting from operation or use of a **vehicle** without the express or implied permission of the **vehicle's owner**;
14. **bodily injury** or **property damage** resulting from the ownership, maintenance, operation or use of a **covered vehicle** while it is being rented or leased to others;
15. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **trailer** while it is parked and being used:
  - a. for commercial or **business** purposes;
  - b. as a residence or premises; or
  - c. as a premises for office, store or display purposes;



16. **bodily injury or property damage** resulting from the maintenance, operation, or use of any **vehicle**, other than a **covered vehicle**, while the **insured person** is acting within the course and scope of any employment, or engaged in any **business** or occupation;
17. **bodily injury or property damage** due to war;
18. **bodily injury or property damage** arising out of the ownership, maintenance, operation or use of a **vehicle** or other motorized conveyance, farm machine, or equipment designed primarily for use off of public roads;
19. liability of any **insured person** for **punitive or exemplary damages**; or
20. **bodily injury or property damage** occurring while the **insured person** is engaged in the commission of a **crime**;
21. charges, fees and/or administrative expenses for services performed by law enforcement and/or other municipal personnel when responding to a motor **vehicle accident** or **loss** involving a **covered vehicle**;
22. **bodily injury or property damage** caused directly or indirectly by mold, mildew or fungus, including any type or form of:
  - a. decomposing or disintegrating organic material or microorganism;
  - b. organic surface growth on moist, damp, or decaying matter;
  - c. yeast or spore-bearing plant-like organism; or
  - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes;
23. court ordered criminal restitution;
24. **bodily injury or property damage** resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **vehicle**.
25. arising out of the ownership, maintenance or use of a vehicle while it is being used in a **personal vehicle sharing program**.

Any exclusion which is invalid or unenforceable under the financial responsibility laws for the State of Louisiana shall apply to that portion of the damages which exceeds the minimum limits of liability required by such law.

#### LIMITS OF LIABILITY

The Limit of Liability shown on the **Declarations Page** is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **trailers** shown on the **Declarations Page**;
4. **insured persons**;
5. lawsuits brought;

6. **vehicles** involved in an **accident**; or
7. premiums paid.

If your **Declarations Page** indicates that a combined single limit, or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one **accident**. However, without changing this total “each accident” limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

If your **Declarations Page** shows a split limit, the limit applies as follows:

1. The first amount shown for “Liability Bodily Injury” is the most **we** will pay for all damages due to **bodily injury** to one (1) person. The per person limit of liability includes the aggregate of all claims made for **bodily injury** to a person and all claims of others derived or resulting from or created by such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death. Wrongful death claims or damages, survivor’s action claims or damages, loss of consortium claims or damages and claims or damages for physical or emotional injury resulting from witnessing the **bodily injury** to another person, are not covered by a separate per person limit but are included within the per person limit applicable to the **bodily injury** of the person from whom those claims are created or derived;
2. Subject to the per person limit, the second amount shown for “Liability Bodily Injury” is the most **we** will pay for all damages due to **bodily injury** to two (2) or more persons in any one (1) **accident**; and
3. The amount shown for “Liability Property Damage” is the most **we** will pay for the aggregate of all **property damage** for which an **insured person** becomes liable from any one (1) **accident**.

No one will be entitled to duplicate payments for the same elements of damages.

The total damages recoverable under this Part A shall be reduced by any payment to that person for the same elements of damages under Part B – Medical Payments Coverage and Part C – Uninsured / Underinsured Motorist Coverage, but such reduction shall not apply to the extent it reduces coverage under Part A below the minimum liability limits required by the Louisiana Motor Vehicle Safety Responsibility Law.

A **vehicle** and attached **trailer** are considered one (1) **vehicle**. Therefore, the limits of liability will not be increased for an **accident** involving a **vehicle** which has an attached **trailer**.

#### FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as Proof of Financial Responsibility.

## OTHER INSURANCE

If there is other applicable liability insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

Any insurance **we** provide for a:

1. **vehicle**, other than **covered vehicle**; or
2. **trailer**, other than a **trailer** being towed by a **covered vehicle**;

will be excess over any other collectible insurance, self-insurance, or bond.

Any insurance **we** provide for a **loaner vehicle** will be primary over any applicable insurance provided by a policy issued to the **owner** of the **loaner vehicle** for liability arising out of **your** use of the **loaner vehicle**. With respect to a private passenger rental **vehicle**, this coverage is primary unless the **insured person** purchases other liability insurance, in which case, the coverage under this Part A is excess to such other coverage.

## OUT-OF-STATE COVERAGE

If an **accident** to which this policy applies occurs in any state, territory, or possession of the United States of America or province or territory of Canada other than the one in which a **covered vehicle** is principally garaged, and the state, province, territory, or possession has:

1. an applicable financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the Limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. an applicable compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a **vehicle** in the state, province, territory, or possession, this policy will provide the greater of:
  - a. the required minimum amounts and types of coverage; or
  - b. the limits of liability under this policy.

However, under no circumstances will this policy provide No-Fault coverage, regardless of the state, territory, or possession of the United States of America or province or territory of Canada, in which an **accident** may occur.

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## PART B – MEDICAL PAYMENTS COVERAGE

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### INSURING AGREEMENT

1. Subject to the Limit of Liability shown on the **Declarations Page**, if **you** pay a premium for Medical Payments Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary medical services incurred because of **bodily injury** that is:

- a. sustained by an **insured person**;
- b. caused by an **accident**; and
- c. arising out of the ownership, maintenance or use of a **vehicle**;

provided the **bodily injury** is diagnosed within one (1) year of the date of the **accident** and reported to **us** within three (3) years of the date of the **accident**.

Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**.

2. When used in this Part B:
  - a. “**Insured person**” and “**insured persons**” mean:
    - i. **you** while **occupying** any **vehicle**, other than a **vehicle owned** by **you** which is not a **covered vehicle**;
    - ii. a **relative** while **occupying** a **covered vehicle** or **non-owned vehicle**;
    - iii. **you** or any **relative** when struck by a land motor **vehicle** or a **trailer**, while not **occupying** a **vehicle**;
    - iv. any other person while **occupying** a **covered vehicle**; and
    - v. any person **occupying** a **trailer**:
      - (1) shown on the **Declarations Page**; or
      - (2) **owned** by **you** while attached to a **covered vehicle**.
  - b. “**Non-owned vehicle**” means any **vehicle** not **owned** by **you**, a **relative**, or the **named insured’s** non-resident spouse.
  - c. “**Trailer**” means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a land motor vehicle, that is not used for commercial or **business** purposes or as a passenger or livery conveyance.
  - d. “**Usual and customary charge**” means an amount which **we** determine represents a customary charge for services in the geographic area in which the service is rendered. **We** shall determine the usual and customary charge through the use of independent sources of **our** choice.
  - e. Reasonable and necessary medical services do not include treatment, services, products or procedures that are:
    - i. experimental in nature;
    - ii. for research;
    - iii. not primarily designed to serve a medical purpose;
    - iv. not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the **bodily injury**;

- v. incurred for the use of the thermography or other related procedures of a similar nature;
- vi. incurred for the use of acupuncture or other related procedures of a similar nature;
- vii. incurred for the purchase or rental of equipment not primarily designed to serve a medical purpose; or
- viii. transportation expenses incurred to obtain medical treatment.

## EXCLUSIONS

The coverage provided under this Part B does not apply to **bodily injury**:

1. sustained by **you** or a **relative** while **occupying** a **non-owned vehicle** without the express or implied permission of the **owner**;
2. sustained by any person while **occupying** a **covered vehicle** without the express or implied permission of **you** or a **relative**;
3. that is intentionally inflicted on an **insured person** at that person's request, or otherwise self-inflicted;
4. sustained while **occupying** a motor **vehicle** while being used as a public livery or conveyance, including, but not limited to, delivery of magazines, newspapers, food or any other products. This exclusion does not apply to shared-expense car pools or **bodily injury** sustained by **you**, or a **relative** while a passenger in a taxi or limousine of the private passenger type **vehicle** which is not **owned**, rented, or leased for use by **you** or a **relative**;
5. sustained while **occupying** any **vehicle** or **trailer** while being used as a residence or premises;
6. sustained by a **relative** while using or **occupying** any **vehicle owned** by such **relative**, other than a **covered vehicle**;
7. arising out of an **accident** involving a motor **vehicle** or **trailer** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this exclusion does not apply to **you** or a **relative**;
8. if workers compensation benefits are available for the **bodily injury**;
9. for which insurance is afforded under a nuclear energy liability insurance contract;
10. due to nuclear radiation;
11. for which the United States Government is liable under the Federal Tort Claims Act;

12. caused by or as a consequence of war, insurrection, rebellion, or revolution.
13. occurring while the **vehicle** is being operated by an excluded operator;
14. sustained by any person while operating a **covered vehicle** without a driver's license or with a driver's license currently under suspension;
15. when struck by a vehicle not intended for use on public roads;
16. occurring while the **insured person** is engaged in the commission of a **crime**;
17. occurring while the operator of a **covered vehicle** has a blood alcohol content above the legal limit for operation of a motor **vehicle**, or while the operator is under the influence of illicit drugs or any controlled substance(s). This exclusion shall apply only to the intoxicated driver and not to the permissive guest passengers of the **covered vehicle**; or
18. caused by the theft or conversion by a person to whom **you** have voluntarily entrusted **your covered vehicle**, whether the **covered vehicle** is stolen from the person to whom **you** entrusted it or another person.
19. caused directly or indirectly by mold, mildew or fungus, including any type or form of:
  - a. decomposing or disintegrating organic material or microorganism;
  - b. organic surface growth on moist, damp, or decaying matter;
  - c. yeast or spore-bearing plant-like organism; or
  - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes;
20. resulting from the discharge of any firearm or weapon in connection with the ownership, maintenance or use of any **vehicle**.
21. arising out of the ownership, maintenance or use of a vehicle while it is being used in a **personal vehicle sharing program**.

## LIMITS OF LIABILITY

The Limit of Liability for Medical Payments Coverage is shown on the **Declarations Page** and is the most **we** will pay for each **insured person** injured in any one **accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **trailers** shown on the **Declarations Page**;
4. **insured persons**;
5. lawsuits brought;
6. **vehicles** involved in an **accident**; or
7. premiums paid.

Any amount payable to an **insured person** under this Part B shall be reduced by any payment to that person for the same elements of damages under Part A – Liability Coverage and Part C – Uninsured/Underinsured Motorist Coverage, but such reduction shall not apply to the extent it reduces coverage under Part A and Part C below the minimum liability limits required by the Louisiana Motor Vehicle Safety Responsibility Law.

No one shall be entitled to recover duplicate payments for the same elements of damages under this or any other motor vehicle insurance policy.

#### **OTHER INSURANCE**

If there is other applicable **vehicle** medical payments insurance, **we** will pay only **our** share of the medical and funeral services.

**Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for an **insured person occupying** a:

1. **vehicle**, other than a **covered vehicle**; or
2. **trailer**, other than a **trailer** being towed by a **covered vehicle**;

will be excess over any other **vehicle** or **trailer** insurance providing payments for medical or funeral expenses. Coverage under this Part B shall be excess to benefits paid or payable to or on behalf of, the **insured person** under any individual or group policy of health insurance, employee benefit plan, or similar policy or insurance plan.

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### **PART C – UNINSURED/UNDERINSURED MOTORIST COVERAGE**

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#### **INSURING AGREEMENT**

1. Subject to the Limits of Liability, if **you** pay a premium for Uninsured/Underinsured Motorist Bodily Injury Coverage, **we** will pay for damages, other than **punitive or exemplary damages**, which an **insured person** is entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury**:
  - a. sustained by an **insured person**;
  - b. caused by an **accident**; and
  - c. arising out of the ownership, maintenance, or use of an **uninsured motor vehicle**.
2. Subject to the Limits of Liability, if **you** pay a premium for Uninsured/Underinsured Motorist Property Damage Coverage, **we** will pay for damages, other than **punitive or exemplary damages**, which an **insured person** is entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **property damage**:
  - a. to a **covered vehicle** listed on the **Declarations Page** as a **vehicle** for which Uninsured/Underinsured Motorist Property Damage Coverage is provided;

- b. caused by an **accident**; and
  - c. arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.
3. **We** will pay under this PART C only after the limits of liability under any applicable **bodily injury** liability policies, self-insurance and bonds have been exhausted by payment of judgments or settlements.
  4. Any judgment for damages against an operator or **owner** of the **uninsured motor vehicle** which arises out of a lawsuit brought without **our** written consent is not binding on **us**.

#### **ADDITIONAL DEFINITIONS**

When used in this Part C:

1. “**Insured person**” and “**insured persons**” mean:
  - a. **you** or a person residing in the same household as **you** and related to **you** by blood, marriage, or adoption, or a legally recognized ward or foster child who lives in the same household as **you**;
  - b. any other person occupying **your covered vehicle** with **your** express or implied permission; and
  - c. any person who is entitled to recover damages covered by this Part C because of **bodily injury** sustained by a person described in a. or b. above.
2. “**Property damage**” means physical damage to or destruction of a **covered vehicle**. It does not include loss of use of the **covered vehicle** or diminution in value of the **covered vehicle**.
3. “**Uninsured motor vehicle**” means a land motor **vehicle** or **trailer** of any type:
  - a. to which no liability bond or policy applies at the time of the **accident**;
  - b. to which a liability bond or policy applies at the time of the **accident**, but the bonding or insuring company is or becomes insolvent;
  - c. that is a hit-and run vehicle whose operator or **owner** cannot be identified and which strikes:
    - i. **you** or a person residing in the same household as **you** and related to **you** by blood, marriage, or adoption, or a legally recognized ward or foster child who lives in the same household as **you**;
    - ii. a **vehicle** that an **insured person** is **occupying**; or
    - iii. a **covered vehicle**;

- d. which causes an **accident** resulting in **bodily injury** or **property damage** without striking:
    - i. **you** or a person residing in the same household as **you** and related to **you** by blood, marriage, or adoption, or a legally recognized ward or foster child who lives in the same household as **you**;
    - ii. a **vehicle** that an **insured person** is **occupying**; or
    - iii. a **covered vehicle**;
- provided that the **insured person** can prove, through an independent and disinterested witness, that the **bodily injury** or **property damage** was the result of the actions of another driver or another **vehicle** whose identity is unknown or who is uninsured or underinsured.
- e. an **underinsured motor vehicle**.

An **uninsured motor vehicle** does not include any vehicle or equipment:

- a. **owned** by **you** or a **relative**, or furnished or available for the regular use of **you** or a **relative**;
  - b. **owned** or operated by a self-insurer under any applicable vehicle law, except a self-insurer that is or becomes insolvent;
  - c. operated on rails or crawler treads;
  - d. designed mainly for use off public roads;
  - e. while used as a residence or premises;
  - f. shown on the **Declarations Page** of this policy;
  - g. not required to be registered as a motor **vehicle**; or
  - h. **owned** by any government or any of its political subdivisions or agencies.
4. "**Underinsured motor vehicle**" means a land motor **vehicle** to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but its limits of liability for **bodily injury** is less than the amount of the **insured person's** damages.
- An **underinsured motor vehicle** does not include any vehicle or equipment:
- a. **owned** by **you** or a **relative** or furnished or available for the regular use of **you** or a **relative**;
  - b. operated on rails or crawler treads;
  - c. designed mainly for use off public roads, while not on public roads;
  - d. while used as a residence or premises;
  - e. shown on the **Declarations Page** of this policy;

- f. not required to be registered as a motor vehicle;
  - g. that is an **uninsured motor vehicle**;
  - h. **owned** by any government or any of its political subdivisions; or
  - i. **owned** or operated by a self-insurer under any applicable vehicle law, except a self-insurer that is or becomes insolvent.
5. "**Motor vehicle business**" means the **business** of:
- a. selling;
  - b. repairing;
  - c. servicing;
  - d. storing;
  - e. parking;
  - f. road testing;
  - g. delivering;
  - h. leasing or renting;
  - i. washing; or
  - j. valet parking;
- any motor **vehicle**.

#### EXCLUSIONS

- A. Coverage under this Part C is not provided for **bodily injury** sustained by any person while using or **occupying**:
  - 1. a **covered vehicle** without the express or implied permission of **you**;
  - 2. a **non-owned vehicle** without the express or implied permission of the **owner**;
  - 3. a **vehicle owned** by **you** or a **relative**, other than a **covered vehicle**;
  - 4. if there is no physical contact between the **uninsured motor vehicle** and the **covered vehicle**, unless **you** or a **relative** can show through an independent and disinterested witness, that the **bodily injury** was the result of the actions of a driver whose identity is unknown or who is uninsured or underinsured;
  - 5. a **covered vehicle** while the **vehicle** is being operated by an excluded driver;
  - 6. a **covered vehicle** while the **insured person** is engaged in the commission of a **crime**.
- B. **We** do not provide Uninsured/Underinsured Motorist Coverage for any **insured person** for **bodily injury**:
  - 1. caused by the theft or conversion by a person to whom **you** have voluntarily entrusted **your covered vehicle**, whether the **covered vehicle** is stolen from the person to whom **you** entrusted it or by another person.

2. if the **insured person** or his or her legal representative, without thirty (30) days advance written notice to **us**, either:

- a. settles the **bodily injury** claim; or
- b. brings suit and obtains a judgment related to the **bodily injury** claim;

and, in doing so, impairs or prejudices **our** rights or interests.

3. if **our** interests or rights have been impaired or prejudiced by a judgment in any lawsuit against any person or organization that may be liable for such **bodily injury** and **we** have not given prior written consent to the **insured** to proceed with that lawsuit.

4. caused intentionally by, or at the direction of, an **insured** or that is, or should be, reasonably expected to result from an intentional act of an **insured** even if the actual **bodily injury** that results is different than that which was intended.

5. arising out of, and in the course of, employment. This exclusion does not apply to **bodily injury** to a domestic employee unless worker's compensation, disability benefits or similar benefits are required or available for that domestic employee.

6. that occurs while the **insured** is employed or in any way involved while working for another person or entity in any **motor vehicle business**. However, this exclusion does not apply to the **ownership**, maintenance or use of a **covered vehicle** by **you** or a **relative**.

7. that occurs while maintaining or using any vehicle while an **insured** is employed or otherwise engaged in any **business** (other than farming or ranching). However, if a **business** or artisan use is noted on the **Declarations Page** for a **vehicle** shown on the **Declarations Page**, this exclusion does not apply to the ownership; maintenance; or use of that **vehicle** by:

- a. **you**;
- b. any **relative**; or
- c. any partner, agent or employee of **yours** or any **relative**.

8. while using a **vehicle** without the **owner's** express or implied permission. This exclusion does not apply to **you** or a **relative** when using or **occupying** a **covered vehicle**.

9. who:

- 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.

For the purpose of this exclusion, a nuclear energy liability policy means 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.

10. arising out of the ownership, maintenance, or use of any **vehicle** while racing.

11. for which the United States Government is held responsible under the Federal Tort Claims Act.

12. that results from an **accident** or **loss** that occurs while the **insured person** is committing a **crime**.

13. caused by or any consequence of:

- a. war, whether declared or undeclared;
- b. civil war;
- c. insurrection;
- d. rebellion or revolution;
- e. radioactive contamination; or
- f. nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

14. resulting from the discharge of any firearm or weapon in connection with the ownership, maintenance or use of any **vehicle**.

15. that occurs while the **covered vehicle** is being used in a **personal vehicle sharing program**. This exclusion applies only to amounts greater than the minimum limits required by the Louisiana Motor Vehicle Safety Responsibility Law.

16. resulting from use of a **covered vehicle** or rental auto by a person or persons specifically excluded by endorsement.

C. **We** do not provide Uninsured/Underinsured Motorist Coverage for any **insured person** for **bodily injury** arising out of the ownership, maintenance or use of:

1. any **vehicle** which has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to use of a **trailer**.

2. any **vehicle** which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this policy, that is:

- a. **owned** by **you**; or
- b. furnished or available for **your** regular use.

This includes a **trailer** of any type used with that **vehicle**.

3. any **vehicle** which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this policy that is:
  - a. **owned** by any **relative**; or
  - b. furnished or available for the regular use of any **relative**.
4. a **covered vehicle** that:
  - a. has been rented, leased, subleased, loaned or given by **you** or a **relative** to another party in exchange for money, value, goods, services, compensation or reimbursement;
  - b. has been given in exchange for compensation;
  - c. is under a conditional sales agreement by **you** to another; or
  - d. has been entrusted to anyone other than **you** or a **relative** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.

This exclusion does not apply to **you** or a **relative**.

D. Coverage under this Part C is not provided for **property damage**:

1. sustained while a **covered vehicle** is being used or driven by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or agent or employee of **you** or a **relative**, when using a **covered vehicle**;
2. resulting from any prearranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
3. due to nuclear reaction or radiation;
4. for which insurance is afforded under a nuclear energy liability insurance contract; or
5. to a **trailer**;
6. if there is no physical contact between the **uninsured motor vehicle** and the **covered vehicle**, unless **you** or a **relative** can show through an independent and disinterested witness, that the **property damage** was the result of the actions of a driver whose identity is unknown or who is uninsured or underinsured;
7. occurring while a **covered vehicle** is being operated by an excluded driver;
8. to any property **owned** by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household;
9. to a **covered vehicle** while the **insured person** is engaged in the commission of a **crime**; or

10. caused by the theft or conversion by a person to whom **you** have voluntarily entrusted **your covered vehicle**, whether the **covered vehicle** is stolen from the person to whom **you** entrusted it or by another person.
11. if the **insured person** or his or her legal representative, without thirty (30) days advance written notice to **us** brings suit and obtains a judgment related to the **property damage** claim and, in doing so, impairs or prejudices **our** rights or interests.
12. if **our** interests or rights have been impaired or prejudiced by a judgment in any lawsuit against any person or organization that may be liable for such **property damage** and **we** have not given prior written consent to the **insured person** to proceed with that lawsuit.
13. caused intentionally by, or at the direction of, an **insured person** or that is or should be reasonably expected to result from an intentional act of an **insured person** even if the actual **property damage** that results is different than that which was intended.
14. that occurs while the **covered vehicle** or rental auto is being used to carry persons or property for compensation or a fee or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
15. that occurs while the **covered vehicle** or rental auto is being used in a **personal vehicle sharing program**.
16. for which insurance:
  - a. is afforded under a nuclear energy liability policy; or
  - b. would be afforded under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

for the purpose of this exclusion, a nuclear energy liability policy means 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.
17. caused by or any consequence of:
  - a. war, whether declared or undeclared;
  - b. civil war;
  - c. insurrection;
  - d. rebellion or revolution;
  - e. radioactive contamination; or
  - f. nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

18. when using a **covered vehicle** or rental auto without the **owner's** express or implied permission.
19. for the first \$250 of the amount of **property damage** to each **covered vehicle** or rental auto as the result of any one **accident**.
20. for any **vehicle** that has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.
21. for a **covered vehicle** that:
  - a. has been rented, leased, subleased, loaned or given by **you** or **relative** to another party in exchange for money, value, goods, services, compensation or reimbursement;
  - b. has been given in exchange for compensation;
  - c. is under a conditional sales agreement by **you** to another; or
  - d. has been entrusted to anyone other than **you** or **relative** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.
22. for any **vehicle owned** by **you** for which **you** have purchased Collision Coverage under this policy or any other policy.

E. Coverage under this Part C will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:

1. workers' compensation law; or
2. disability benefits law.

F. Coverage under this Part C is not provided for **punitive or exemplary damages**.

#### LIMITS OF LIABILITY

The Limit of Liability shown on the **Declarations Page** for the coverages under Part C is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **trailers** shown on the **Declarations Page**;
4. **insured persons**;
5. lawsuits brought;
6. **vehicles** involved in an **accident**;
7. premiums paid; or
8. policies issued by **us**.

If **your Declarations Page** shows that a combined single limit, or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one **accident**.

If **your Declarations Page** shows a split limit, the limit applies as follows:

1. the first amount shown for "Uninsured/Underinsured Bodily Injury" is the most **we** will pay for all damages due to **bodily injury** to one (1) person. The per person limit of liability includes the aggregate of all claims made for **bodily injury** to a person and all claims of others derived from or created by such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death. Wrongful death claims or damages, survivor's action claims or damages, loss of consortium claims or damages, and claims or damages for physical or emotional injury resulting from witnessing the **bodily injury** to another person are not covered by a separate per person limit but are included within the per person limit applicable to the **bodily injury** of the person from whom those claims are created or derived;
2. subject to the per person limit, the second amount shown for "Uninsured/Underinsured Bodily Injury" is the most **we** will pay for all damages due to **bodily injury** to two (2) or more persons in any one (1) **accident**; and
3. the amount shown for "Uninsured/Underinsured Property Damage" is the most **we** will pay for the aggregate of all **property damage** caused by any one (1) **accident**.

The amount of damages payable under this Part C shall be reduced by all sums:

1. paid by or on behalf of any persons or organizations who may be legally responsible, including, but not limited to, all sums paid under Part A – Liability Coverage;
2. paid or payable under Part B – Medical Payments Coverage, but such reduction shall not apply to the extent it reduces coverage under Part C below the minimum liability limits required by the Louisiana Motor Vehicle Safety Responsibility Law; and
3. paid or payable because of **bodily injury** under any of the following or similar laws:
  - a. workers' compensation law; or
  - b. disability benefits law.

**Our** limit of liability under this Part C for **property damage** to a **covered vehicle** arising out of one (1) **accident** is the lowest of:

1. the actual cash value of the **covered vehicle** at the time of the **accident** reduced by the deductible shown on the **Declarations Page** and by its salvage value if **you** or the **owner** retain the salvage;
2. the amount necessary to replace the **covered vehicle**, reduced by the deductible shown on the **Declarations Page** and by its salvage value if **you** or the **owner** retain the salvage;



3. the amount necessary to repair the **covered vehicle** to its pre-loss condition, reduced by the deductible shown on the **Declarations Page**; and
4. any Limit of Liability shown on the **Declarations Page** for **property damage** under this Part C, reduced by the salvage value of the **covered vehicle** if **you** or the **owner** retains the salvage.

Payments for **property damage** under this Part C are subject to the following provisions:

1. any amount payable under this Part C for **property damage** shall be subject to the deductible shown on the **Declarations Page**;
2. no more than one (1) deductible shall be applied to any one (1) **accident**;
3. an adjustment for depreciation and physical condition, which may also be referred to as betterment, wear and tear, or prior damage will be made in determining the limit of liability at the time of the **accident**.

Any payment made to a person under this Part C shall reduce any amount that the person is entitled to recover for the same elements of damages under Part A – Liability Coverage or for **loss** under Part D – Coverage for Damage to Your Covered Vehicle.

No one will be entitled to duplicate payments for the same elements of damages. Any judgment for damages against an operator or **owner** of an **uninsured motor vehicle** which arises out of a lawsuit brought without **our** written consent is not binding on **us**. However, **you** may still have the right to coverage under this policy as long as **we** have not been prejudiced.

#### OTHER INSURANCE

If there is other applicable uninsured/ underinsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. Any insurance **we** provide under this Part C shall be excess over any other uninsured/ underinsured motorist coverage, except for **bodily injury to you** or a person residing in the same household as **you** and related to **you** by blood, marriage, or adoption, or a legally recognized ward or foster child who lives in the same household as **you** when **occupying a covered vehicle**. If an **insured person** sustains **bodily injury** while **occupying a vehicle** not **owned** by **you** or a **relative**, the following priorities of recovery apply:

1. the uninsured motorist coverage and underinsured motorist coverage on the **vehicle** the **insured person** is **occupying**; then
2. any uninsured motorist coverage and underinsured motorist coverage available under any other policy of insurance.

In no instance shall more than one coverage from more than one uninsured motorist policy be available as excess over and above the primary uninsured motorist coverage available to the **insured person**.

**We** will not pay for any damages which would duplicate any payment made for damages under other insurance.

If any **insured person** suffers **bodily injury** that is otherwise covered under this Part C, while not **occupying** a motor **vehicle**, the coverage provided under this policy shall be excess to any uninsured/ underinsured motorist coverage provided by a policy under which that **insured person** is a **named insured**. If **you** suffer **bodily injury** that is otherwise covered under Part C while not **occupying a vehicle**, and are also a **named insured** under any other policy, **our** coverage will pay the proportionate share that **our** limits bear to the total available uninsured/ underinsured motorist coverage limits.

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## PART D – COVERAGE FOR DAMAGE TO YOUR COVERED VEHICLE

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### INSURING AGREEMENT

1. If **you** pay a premium for Collision Coverage, **we** will pay for **loss** to a:
  - a. **covered vehicle** for which Collision Coverage has been purchased;
  - b. **loaner vehicle**; or
  - c. **trailer**;
 when it collides with another object or overturns, subject to the limits of liability.
2. If **you** pay a premium for Other Than Collision Coverage, **we** will pay for an Other Than Collision **loss** to a:
  - a. **covered vehicle** for which Other Than Collision Coverage has been purchased;
  - b. **loaner vehicle**; or
  - c. **trailer**;
 subject to the limits of liability.

An Other Than Collision loss is a **loss** to a **covered vehicle**, or **trailer**, other than a **loss** covered under Collision Coverage, including, but not limited to, any of the following:

- a. contact with an animal (including a bird);
- b. explosion or earthquake;
- c. fire;
- d. malicious mischief or vandalism;
- e. missiles or falling objects;
- f. riot or civil commotion;
- g. theft or larceny;
- h. windstorm, hail, water, or flood; or
- i. breakage of glass.

If **you** pay a premium for Other Than Collision Coverage under this policy, **we** will pay **you** the greater of;

- a. up to \$20 per day, but not more than a total of \$600 per **loss**; or
- b. any higher Limit of Liability purchased as Rental Reimbursement Coverage that is shown on the **Declarations Page**;

for transportation expenses incurred by **you** if a **covered vehicle** is stolen.

Transportation expense coverage begins forty-eight (48) hours after **you** report the theft to **us**, and ends the earliest of:

- a. when the **covered vehicle** has been recovered and returned to **you** or its **owner**;
- b. when the **covered vehicle** has been recovered and repaired;
- c. when the **covered vehicle** has been replaced;
- d. seventy-two (72) hours after **we** make an offer to pay the actual cash value of the **covered vehicle** if the **covered vehicle** is deemed by **us** to be a **total loss** or unrecoverable.

**You** must provide **us** written proof of **your** transportation expenses. **We** will not pay or reimburse transportation expenses unless they are actually incurred with a person or a company in the business of transporting people or renting motor vehicles, and appropriately licensed to engage in that business.

Duplicate recovery for identical elements of damages is not permitted under this policy.

If **we** can pay the **loss** under either Other Than Collision or Collision Coverage, **we** will pay under the coverage where **you** collect the most.

3. When used in this Part D:

- a. "**Custom parts or equipment**" means equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of a **vehicle** and are permanently installed or attached. This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media, other than those which are original manufacturer installed, that are permanently installed in a **covered vehicle** using bolts or brackets, including slide-out brackets.
- b. "**Trailer**" means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a land motor vehicle, that is:
  - i. **owned by you**;
  - ii. not **owned by you**, while being towed by a **covered vehicle**; or
  - iii. shown on the **Declarations Page**but "**trailer**" does not include:
  - i. a mobile home;
  - ii. a **trailer** used as an office, store, or for display purposes;
  - iii. a **trailer** used for passenger conveyance;
  - iv. a **trailer** used for commercial or **business** purposes; or
  - v. a **trailer** used as a residence.

c. "**Total loss**" means:

- i. the theft of the **vehicle** if the **vehicle** is not recovered within thirty (30) days; or
- ii. any other **loss** to the **vehicle** that is payable under this Part D if the cost to repair the damage (including parts and labor), when combined with the salvage value, exceeds the actual cash value of the **vehicle** at the time of **loss**.

## EXCLUSIONS

Coverage under this Part D does not apply for **loss**:

1. to a **covered vehicle, non-owned vehicle, or trailer**, while being used as a public livery or conveyance, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to share-expense car pools;
2. to any **covered vehicle or trailer** while it is leased or rented to others;
3. to a **trailer** rented by **you** or a **relative** if being maintained or used by a person while employed or engaged in any **business**;
4. to a **non-owned vehicle or trailer**, other than one rented by **you** or a **relative**, if being maintained or used by a person while employed or engaged in any **business** not described in exclusion 5 below. This exclusion does not apply to the use by **you** or any **relative** of a **non-owned vehicle** that is a private passenger **vehicle or trailer**;
5. to a **covered vehicle, non-owned vehicle, or trailer**, while being used or driven by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
6. to a **covered vehicle or non-owned vehicle** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
7. to a **covered vehicle, non-owned vehicle, or trailer**, due to nuclear reaction or radiation, war, insurrection, rebellion, or revolution;
8. to a **covered vehicle, non-owned vehicle, or trailer**, for which insurance is afforded under a nuclear energy liability insurance contract;
9. due to destruction or confiscation by governmental or civil authorities of a **covered vehicle, non-owned vehicle, or trailer**, because **you** or any **relative** engaged in illegal activities;
10. to a **covered vehicle, non-owned vehicle, or trailer**, caused by an intentional act of **you** or a **relative** or at the direction of **you** or a **relative**;

11. to a **covered vehicle, non-owned vehicle, or trailer**, that is 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 does not apply if the damage results from the total theft of a **covered vehicle, non-owned vehicle, or trailer**;
12. due to theft or conversion of a **covered vehicle, non-owned vehicle, or trailer**:
  - a. by **you**, a **relative**, or any resident of **your** household;
  - b. prior to its delivery to **you** or a **relative**; or
  - c. while in the care, custody, or control of anyone engaged in the **business** of selling the **vehicle** or **trailer**;
13. to equipment, devices, accessories, and any other personal effects which are not permanently installed or attached by brackets or bolts. This includes, but is not limited to:
  - a. tapes, compact discs, cassettes, and other recording or recorded media;
  - b. to any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
  - c. to any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; or
  - d. to any other electronic equipment that receives or transmits audio, visual, or data signals, including but not limited to citizen band radios, telephones, two way mobile radios, television monitor receivers, or personal computers;
14. to **custom parts or equipment**;
15. to a **covered vehicle, non-owned vehicle, or trailer**, for diminution of value. "Diminution of value" means a perceived or actual loss in value following a workmanlike repair;
16. for storage charges incurred because **you** failed to promptly notify **us** of the **loss** and the location of the **vehicle**;
17. occurring while the **vehicle** is being operated by an excluded driver;
18. to any property owned by, rented to, being transported by, used by, or in the charge of an insured person or a person residing in **your** household;
19. to a **covered vehicle, non-owned vehicle, or trailer**, caused directly or indirectly by mold, mildew or fungus, including any type or form of:
  - a. decomposing or disintegrating organic material or microorganism;
  - b. organic surface growth on moist, damp, or decaying matter;
  - c. yeast or spore-bearing plant-like organism; or
  - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

This exclusion does not apply to **loss** caused by mold, mildew, or fungus, if such **loss** is caused by any other **loss** covered under this Part D; or
20. to a **covered vehicle, non-owned vehicle, or trailer**, caused by:
  - a. war or civil war whether declared or undeclared;
  - b. warlike action by any military force by any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack;
  - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these actual or expected acts;
  - d. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or poisonous biological material. This exclusion does not apply to acts of terrorism;
  - e. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; this exclusion, B(20e), does not apply to individual cases of vandalism to **your covered vehicle**;
21. to a **covered vehicle** being operated by a permissive user without a driver's license or with a driver's license currently under suspension;
22. occurring while the insured person is engaged in the commission of a **crime**;
23. if the person operating **your covered vehicle** is not listed on the policy and who has been a resident of **your** household for more than thirty days and that person is insured under another automobile insurance policy;
24. due to theft if evidence exists that **forcible entry** was not required to gain access to the **covered vehicle**; or
25. to any motor **vehicle** being towed by **your covered vehicle**, which is not shown on the **Declarations Page**, and for which a premium has not been paid. This exclusion does not apply to **trailers**.
26. arising out of or resulting from the operator of **your covered vehicle** or any **non-owned vehicle**;
  - a. having a blood alcohol content above the legal limit for operation of a motor **vehicle**; or
  - b. while under the influence of any controlled dangerous substance described in R.S. 14:98(A)(1)(c) or R.S. 40:964.
27. to a **covered vehicle** that occurs while it is being used in a **personal vehicle sharing program**.

## LIMITS OF LIABILITY

1. The limit of liability for **loss** to a **covered vehicle**, or **trailer** will be the lowest of:
  - a. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by the applicable deductible shown on the **Declarations Page**, and by its salvage value if **you** or the **owner** retain the salvage;
  - b. the amount necessary to replace the stolen or damaged property, reduced by the applicable deductible shown on the **Declarations Page** and by its salvage value if **you** or the **owner** retain the salvage;
  - c. the amount necessary to repair the stolen or damaged property, reduced by the applicable deductible shown on the **Declarations Page**; or
  - d. any applicable Limit of Liability or Stated Amount Vehicle Coverage elected by **you**, reduced by its salvage value if **you** or the **owner** retains the salvage.

However, if the **loss** is to a **trailer**:

- a. and the **trailer** is shown on the **Declarations Page**, the most **we** will pay for **loss** is the Limit of Liability shown on the **Declarations Page** for the **trailer** sustaining the **loss**.
  - b. **Our** limit of liability for any other **trailer** is \$500.
2. Payments for **loss** covered under Collision Coverage or Other Than Collision Coverage are subject to the following provisions:
    - a. no more than one (1) deductible shall be applied to any one (1) covered **loss**;
    - b. if coverage applies to a **loaner vehicle** operated by **you**, the highest deductible on any **covered vehicle** shall apply;
    - c. an adjustment for depreciation and physical condition, which may be referred to as betterment, wear and tear, or prior damage, will be made in determining the limit of liability at the time of **loss**;
    - d. in determining the amount necessary to repair damaged property to its pre-loss condition, **our** estimate will be based on:
      - i. the prevailing competitive labor rates charged in the area where the property is to be repaired, as reasonably determined by **us**; and
      - ii. the cost of repair or replacement parts and equipment which may be new, refurbished, restored, or used, including, but not limited to:
        - (1) original manufacturer parts or equipment;
        - (2) non original manufacturer parts or equipment;

- e. the actual cash value is determined by the market value, age and condition of the **vehicle** at the time the **loss** occurs;
  - f. duplicate recovery for the same elements of damages is not permitted;
  - g. any amount paid or payable to a person under this Part D shall be reduced by any amount paid for **property damage** under Part C – Uninsured/Underinsured Motorist Coverage;
  - h. in the repair of **your covered vehicle** under Part D of this policy, **we** may require or specify the use of motor vehicle parts not made by the original manufacturer. These parts are required to be at least equal in terms of fit, quality, performance, and warranty to the original manufacturer parts they replace;
  - i. if **we** pay to repair the damaged property, then **we** are not responsible for any diminution in the value of the damaged property caused by the **loss**.
3. If more than one (1) **vehicle** is shown on **your Declarations Page**, coverage will be provided as specified on the **Declarations Page** as to each **vehicle**.
  4. No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.
  5. If two or more deductibles apply to any one covered **loss**, only the lowest deductible will apply.

## INSURING AGREEMENT – CUSTOM PARTS OR EQUIPMENT COVERAGE AND ADDITIONAL CUSTOM PARTS OR EQUIPMENT COVERAGE

Subject to the Limits of Liability, if **you** pay a premium for Other Than Collision and Collision Coverage, **we** will pay for theft of, or damage to, **custom parts or equipment** resulting from any **loss** for which Other Than Collision or Collision Coverage is provided under the terms of this policy. All payments for **loss** to **custom parts or equipment** shall be reduced by the applicable deductible, but only one deductible may be applied to any one **loss** in an **accident** which is covered under this Part D. However, Additional Custom Parts or Equipment Coverage applies only to **custom parts or equipment** on a **covered vehicle** for which this coverage has been purchased.

The limit of liability for **loss** to **custom parts or equipment** is the lowest of:

1. the actual cash value of such **custom parts or equipment**, reduced by the applicable deductible, and reduced by its salvage value if **you** or the **owner** retains the salvage;
2. the amount necessary to repair such **custom parts or equipment**, reduced by the applicable deductible;

3. the amount necessary to replace such **custom parts or equipment** reduced by the applicable deductible and reduced by its salvage if **you** or the **owner** retain the salvage;
4. the limit of:
  - a. \$1,000 if **you** did not purchase Additional Custom Parts or Equipment Coverage; or
  - b. if **you** have purchased Additional Custom Parts or Equipment Coverage, \$1,000 added to the amount of Additional Custom Parts or Equipment Coverage **you** purchased. The Limit of Liability for **custom parts or equipment** shall not exceed the declared value of all **custom parts or equipment** on the **covered vehicle**.

Coverage for **custom parts or equipment** shall not cause any Limit of Liability under this Part D to be increased to an amount in excess of:

- a. the actual cash value, including its **custom parts or equipment**, of any stolen or damaged **vehicle**; or
- b. any applicable Limit of Liability or Stated Amount Vehicle Coverage elected by **you**.

Any deductible amount will apply separately to each **loss**.

#### INSURING AGREEMENT – TOWING AND LABOR

If **you** pay a premium for Towing and Labor Coverage, **we** will pay for towing and labor costs incurred by **you** as a result of the disablement of a **covered vehicle**, subject to the Limit of Liability shown on the **Declarations Page**, provided that the labor is performed at the time and place of disablement and if the disablement does not occur at **your** residence. The towing and labor costs must be incurred from a business whose day to day operations involve the recovery, towing or transporting of **vehicles**. Receipts must be provided to **us** for payment.

#### INSURING AGREEMENT – RENTAL REIMBURSEMENT

If **you** pay a premium for Rental Reimbursement Coverage, **we** will reimburse **you**, subject to the Limits of Liability. **Our** limits of liability are the amount of coverage shown on the **Declarations Page**. The maximum amount that will be reimbursed during any policy period is the amount shown on the **Declarations Page**, regardless of the number of losses to **your covered vehicle** during the policy period. Additional fees or charges for insurance, damage waivers, optional equipment, fuel or accessories are not covered and will not be considered for reimbursement.

If no amount is shown in the **Declarations Page** for this coverage, **we** will reimburse **you** or, at **our** option, pay directly on **your** behalf, without application of a deductible, the daily rental expenses incurred by **you** for renting up to a "full size" **vehicle** from a commercially licensed rental agency.

Both the classification of the **vehicle** ("full size") and the commercially licensed rental agency must be approved by **us** prior to **your** rental of the **vehicle**. Daily rental expenses shall not include cost of insurance related to the rental of the **vehicle**, cost of refueling the rental **vehicle** or mileage fees. **Our** payment will be limited to the lesser of forty five (45) days or that period of time reasonably required to repair **your covered vehicle** or, in the event of total loss, the date **we** offer to pay the actual cash value of **your covered vehicle**.

This coverage applies to any one (1) **accident** for rental charges incurred by **you** when **you** rent a **vehicle** from a rental agency or **vehicle** repair shop due to a **loss** to a **covered vehicle**, other than a total theft, that is payable under this Part D. Rental charges will be reimbursed beginning:

1. when the **covered vehicle** cannot be driven due to a **loss**; or
2. if the **covered vehicle** can be driven, when **you** deliver the **covered vehicle** to a **vehicle** repair shop for repairs due to the **loss**;

and ending when the **covered vehicle** has been repaired, replaced, or if the **covered vehicle** is deemed by **us** to be a **total loss**, seventy-two (72) hours after **we** make an offer to pay the actual cash value of the **covered vehicle**.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses shall apply.

**You** must provide **us** written proof of **your** rental charges. **We** will not pay Rental Reimbursement expenses unless they are actually incurred with a person or a company in the business of renting motor vehicles, and appropriately licensed to engage in that business.

Duplicate recovery for identical elements of damages is not permitted under this policy.

#### PAYMENT OF LOSS

At **our** expense, **we** may return any stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you**, the **owner**, the loss payee or lienholder of the property. **We** will pay any undisputed portion of a claim within thirty (30) days after receipt of satisfactory proof of **loss** from **you** or any other party in interest.

#### NO BENEFIT TO BAILEE

Coverage under this Part D will not directly or indirectly benefit any carrier or other bailee for hire.

## LOSS PAYEE AGREEMENT

Payment for damage to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **Declarations Page** or designated by **you**. Any and all defenses **we** are able to assert against **you** shall be effective as to the loss payee and shall operate to invalidate the loss payee's interest under this policy. Payment may be made to both jointly, or separately, at **our** discretion. **We** may make payment for a partial **loss** covered under this Part D directly to the repair facility with **your** consent.

**We** will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, the Loss Payee or lienholder's interest will not be protected.

## OTHER INSURANCE

If there is other applicable 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 of liability. However, any insurance that **we** provide for a **vehicle**, other than a **covered vehicle**, or for a **non-owned vehicle** or **trailer**, will 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 vehicle** or **trailer**; and
2. any other applicable physical damage insurance.

Any insurance **we** provide for a **loaner vehicle** will be primary over any applicable insurance provided by a policy issued to the **owner** of the **loaner vehicle** for **loss** arising out of **your** use of the **loaner vehicle**.

With respect to a private passenger rental **vehicle**, this coverage is primary unless the insured person purchases physical damage insurance, collision damage waiver, or other protection against damage to the rental **vehicle**, in which case, the coverage under Part D is excess to such other coverage.

## APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to an appraisal of the **loss**. If so, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part D, but will not be binding. **You** will pay

**your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal. Nothing in this provision shall deprive **you** of **your** right to bring a court action to recover any sums due under this policy.

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## PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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### WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS

If a person or **vehicle** covered by this policy is involved in an **accident** or **loss** for which this insurance may apply, report it to **us** within twenty-four (24) hours or as soon as practicable by contacting **your** agent or calling **us** at 1-800-468-3466.

1. **You** or an insured person should promptly report each **accident** or **loss** even if an insured person is not at fault;
2. **You** should provide **us** with the following **accident** or **loss** information as soon as it is available:
  - a. time;
  - b. place;
  - c. circumstances of the **accident** or **loss** – example- how the **accident** happened and weather conditions;
  - d. the names and addresses of any persons involved;
  - e. the names and addresses of any witnesses; and
  - f. the license plate numbers of the vehicles involved;
3. **You** or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:
  - a. a hit-and-run vehicle is involved; or
  - b. theft or vandalism has occurred;
4. A person seeking any coverage must:
  - a. cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit, or any matter concerning a claim;
  - b. provide any written proof of **loss** **we** may reasonably require;
  - c. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
  - d. promptly send **us** any and all legal papers relating to any **accident** or **loss**;

- e. attend hearings and trials as **we** require;
- f. take reasonable steps after a **loss** to protect the **covered vehicle, non-owned vehicle, or trailer** from further **loss**. If **we** provide PART D – COVERAGE FOR DAMAGE TO YOUR COVERED VEHICLE, **we** will pay reasonable expenses incurred in providing that protection. If **you** fail to do so, any further damages will not be covered under this policy;
- g. allow **us** to have the damaged **covered vehicle, non-owned vehicle, or trailer** inspected and appraised before its repair or disposal;
- h. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
- i. authorize **us** to obtain medical and other records.

Should **you** fail to comply with any of these duties then **our** liability will be reduced to the extent that **we** are prejudiced by **your** action or inaction.

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## PART F – GENERAL PROVISIONS

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### DECLARATIONS

**You** agree and understand that the statements contained in the application, and any subsequent endorsements or applications that form a part of this policy are truthful and are offered as an inducement to **us** to issue or continue this policy. **You** agree that these agreements and representations are made by **you**, or on **your** behalf, and that **we** rely on them to be truthful and a complete representation by **you**. Any information found to the contrary could jeopardize the coverage provided under this policy.

This policy shall be voidable, at **our** option, if **you** or any **relative** has, with intent to deceive, concealed or misrepresented any material fact concerning any matter regarding completion of the application or any subsequent endorsement.

### POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** occurring during the policy period shown on the **Declarations Page** and which occur within The United States of America, any state, territories or possessions, Puerto Rico or Canada, or while a **covered vehicle** is being transported between their ports.

### POLICY CHANGES

This policy, **your** application for insurance (which is made a part of this policy as if attached hereto), and endorsements issued by **us** to this policy contain all the agreements between **you** and **us**. Subject to the following, its terms may not be changed or waived except by an endorsement issued by **us**.

The premium for each **covered vehicle** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. Notice of any additional premium due will be issued where there is any such change in circumstances from those stated in the application. To properly insure **your vehicle, you** must notify **us** within thirty (30) days when:

1. **you** change **your** mailing or residence address;
2. **you** change the garaging address of any **covered vehicle or trailer**;
3. any resident operators are added or deleted or there is any change to residents in **your** household or the persons who regularly operate a **covered vehicle**; or
4. **you** acquire an additional or replacement **vehicle**.

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to **you** or a **relative** obtaining a driver's license or operator's permit, or changes in **covered vehicles**, garaging location, coverages, deductibles, limits, discount eligibility, age, marital status, driving record, or accident history.

**We** may revise this policy form to provide more coverage without additional premium charge. If **we** do this **your** policy will automatically provide the additional coverages as of the date the revision is effective in **your** state.

**You** further agree that failure to disclose accurate underwriting information may result in additional premium charges so that the policy term is shorter than that which was applied for. If the misrepresentation or warranty is made with the intent to deceive, the policy may be rescinded.

### TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform to the legal requirements of the State of Louisiana, the provision shall be deemed amended to conform to such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the laws of the State of Louisiana.

### TRANSFER OF YOUR INTEREST IN THIS POLICY

This policy may not be transferred to another person without **our** written consent. If **you** die, this policy will provide coverage until the cancellation or expiration of the current policy period for **your** legal representative, while acting as such, and for persons covered under this policy on the date of **your** death.

## FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void coverage under this policy if **you** made, with the intent to deceive, a false statement on a material fact or knowingly concealed or misrepresented any material fact or circumstance at the time application was made. **We** may void this policy for fraud or misrepresentation at the time of application even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

**We** may cancel this policy, and deny coverage for an **accident** or **loss** if **you** or a person claiming insurance coverage under this policy have knowingly and with the intent to deceive, concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the occurrence, presentation or settlement of a claim. In the event of cancellation for fraudulent conduct or misrepresentation related to a claim, **we** will continue to provide coverage for legitimate claims occurring before the effective date of cancellation.

## PAYMENT OF PREMIUM

If **your** initial premium payment, renewal premium payment, or installment premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment. If the check, draft, or remittance is not honored upon presentment, this policy may, at **our** option, be deemed canceled from the date the premium payment was due, but **we** will give **you** the notice of cancellation and the opportunity to redeem the dishonored check, draft, or other remittance, as may be required by law. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment. If the dishonored check, draft, or other remittance is redeemed within the ten (10) day period as set forth by law, the coverage will be reinstated as of the premium due date.

If **you** tender a payment to **us** for any full or partial payment of **your** premium, other than **your** initial payment, and the payment is returned to **us** because of insufficient funds, a closed account, or a stop payment; or if **your** premium payment is received after the due date but prior to cancellation, a charge may be added to **your** account balance. This charge is in addition to any other remedies that may be allowed under the law including cancellation of the coverage from the due date of the premium.

## CANCELLATION

The **named insured** may cancel this policy by giving **us** written notice of the desire to cancel and surrendering this policy to **us** prior to, or on the effective date of such cancellation. In the event this policy has been lost or destroyed and cannot be surrendered, **we** may in lieu of such surrender accept and in good faith rely upon the **named insured's** written statement setting forth the fact of such loss or destruction.

**We** may cancel this policy by mailing a notice of cancellation to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. If **your** application includes more than one address, mailing the notice of cancellation to any one (1) listed address shall satisfy **our** obligation to give notice of cancellation. Like notice will be mailed to any Loss Payee or lienholder named on the policy.

If **we** cancel this policy for non-payment of premium, notice will be mailed at least ten (10) days before the effective date of cancellation. If the premium was not paid because a check, draft, or other remittance was not honored upon presentment, cancellation shall be effective as of the premium due date. This means that **we** will not be liable after the premium due date for any claim, injury, damage, or **loss** which would otherwise be covered if the check, draft, or other remittance had been honored. The cancellation shall remain effective unless, within ten (10) days of the date the notice of cancellation was mailed, the **named insured** or the **named insured's** legal representative redeems the dishonored check, draft, or other remittance by presenting to **us** a cashier's check or money order for the full amount of the returned check, draft, or other remittance.

If the dishonored check, draft, or other remittance is redeemed within the ten (10) day period as set forth above, the coverage will be reinstated as of the premium due date.

If **we** cancel this policy for any reason other than non-payment of premium, notice will be mailed at least thirty (30) days before the effective date of cancellation. Cancellation for non-payment of premium requires notice to be mailed at least ten (10) days before the effective date of cancellation.

**We** may cancel this policy for any reason within the first fifty-nine (59) days of the policy period shown on the **Declarations Page**. After this policy is in effect for sixty (60) days or more, or if this is a renewal or continuation policy, **we** may cancel only for one (1) or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. fraud or material misrepresentation made by **you** or with the knowledge of the **named insured** in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
3. fraud or misrepresentation of a material fact, the knowledge of which would have caused **us** to decline to issue a policy;
4. the driver's license or motor vehicle registration of the **named insured** or any other operator who either resides in the same household or customarily operates a **vehicle** insured under the policy has been under suspension or revocation during the policy period, or, if the policy is a renewal, during its policy period or the one hundred eighty days immediately preceding its effective date;
5. non-receipt by **us** of **your** application after **we** have issued a binder; or
6. any other reason specified by law.



Cancellation issued for reasons 2, 4 or 5 stated above will be sent certified mail.

If the policy is canceled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

Upon cancellation, **you** may be entitled to a premium refund. **Our** making or offering of a refund is not a condition of cancellation.

If **we** cancel this policy, any refund due will be computed on a daily pro-rata basis. If **you** cancel this policy because **we**, or any of **our** agents, incorrectly stated the premium, any refund due will be computed on a daily pro-rata basis based on the initial stated premium. If cancellation is at **your** request, other than for a misquote of the premium by **us** or any of **our** agents, any refund due will be computed on a daily pro-rata basis and shall be reduced by any fully earned fees. Earned premium is calculated on a daily basis. If there is any unearned premium due to **you**, **we** will make such refund within thirty (30) days after the date of cancellation.

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.

Coverage for a **covered vehicle** shall terminate automatically when a person other than **you** becomes the **owner** of the **vehicle** or on the effective date of any other motor vehicle insurance policy covering that **vehicle**.

Other Than Collision Coverage and Collision Coverage in excess of \$500 for **loss** to a **trailer** shown on the **Declarations Page** shall terminate automatically when **you** or a **relative** cease to be the **owner** of the **trailer**.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **vehicles**.

#### **NONRENEWAL**

If **we** decide not to renew or continue this policy, other than for non-payment of premium, **we** will mail notice of nonrenewal to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least twenty (20) days before the end of the policy period.

#### **PROOF OF NOTICE OF MAILING**

Proof of mailing of any notice will be sufficient proof of notice.

#### **AUTOMATIC TERMINATION**

If **we** or an affiliate offers to renew or continue this policy, and **you** or **your** representative does 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 will mean that **you** have not accepted **our** offer.

If **you** obtain other insurance on a **covered vehicle**, any similar insurance provided by this policy will terminate as to that **covered vehicle** on the effective date of the other insurance. This automatic termination is effective even if **you** do not give **us** notice of this other insurance or ask **us** to delete the **covered vehicle** from this policy.

If a **covered vehicle** is sold or transferred to someone other than **you** or a **relative**, any insurance provided by this policy will terminate as to that **covered vehicle** on the effective date of the sale or transfer. This automatic termination is effective even if **you** do not give **us** notice of the sale or transfer or ask **us** to delete the **covered vehicle** from this policy.

If the policy is cancelled under this provision, a cancellation notice will be mailed to **you**.

#### **LEGAL ACTION AGAINST US**

**You** and any other person claiming insurance coverage under this policy are required to immediately notify **us** of the filing or service of any lawsuit to which the coverages of this policy may apply and to comply with Part E - Duties After An Accident or Loss. **We** have no liability in excess of the applicable Limits of Liability in relation to any direct action against **us** to recover payment pursuant to an agreed settlement. **We** may not be sued for recovery under an agreed settlement entered into without **our** consent.

Any lawsuit against **us** by **you** or any person claiming insurance coverage under this policy must be brought within the minimum time limit authorized by Louisiana law for the bringing of such an action. Any legal action against **us** for claims under Part D – Coverage for Damage to Your Covered Vehicle must be brought within one year of the date of the **accident** or **loss**.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

#### **OUR RIGHTS TO RECOVER PAYMENT**

In the event of any payment under this policy, **we** are entitled to all the rights of recovery that the person claiming insurance coverage under this policy, and to whom payment was made, has against any other person, after the person claiming insurance coverage under this policy has been fully compensated for his or her **loss**. The person claiming insurance coverage under this policy must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

However, **we** may not assert rights of recovery against any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under Part D – Coverage For Damage To Your Covered Vehicle, unless that payment resulted from fraudulent conduct of **you** or that person.

If **we** make any payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** shall be subrogated to that right. However, **our** right to recover is subordinate to the insured's right to be fully compensated.

If recovery is made by an insured person under this policy from a responsible party without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

If recovery is made by an insured person under this policy from a responsible party **we** must be made a party to the suit or settlement in order to make a claim under Part B – Medical Payments Coverage or Part D – Coverage for Damage to Your Covered Vehicle.

### **BANKRUPTCY**

The bankruptcy or insolvency of a person claiming insurance coverage under this policy will not relieve **us** of any obligations under this policy. If execution of a judgment against a person claiming insurance coverage under this policy for an **accident** or injury occurring while this policy is in effect is unsatisfied because of the insolvency or bankruptcy of the person claiming insurance coverage under this policy, a person claiming damages under Part A – Liability Coverage may maintain an action against **us** for the amount of the judgment not exceeding **our** limits of liability under Part A – Liability Coverage.

### **JOINT AND INDIVIDUAL INTERESTS**

If there is more than one **named insured** on this policy, any **named insured** may cancel or change this policy. The action of one **named insured** shall be binding on all persons provided coverage under this policy.

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### **NAMED DRIVER EXCLUSION**

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If **you** have asked **us** to exclude any person from coverage under this policy, it is agreed that the insurance afforded by this policy shall not apply with respect to any claim or **loss** which occurs due to the ownership, operation, maintenance or use of any **vehicle(s)**, either with or without the express or implied permission of the **named insured**, while being operated by the excluded person. **You** further agree that the Company shall not be liable and no liability or obligation of any kind shall attach to the Company for any negligence or liability, vicarious or otherwise, which may be imputed by law to **you** or any other person, arising out of the maintenance, operation or use of a motor **vehicle** by the excluded person. Nothing contained in this provision shall vary, waive, alter or extend any other terms or conditions of the policy. This provision shall supersede any policy provisions to the contrary and shall take effect simultaneously with such policy.

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## **NAMED NON-OWNER COVERAGE**

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If **you** elect Named Non-Owner Coverage, **you** agree with **us** that this policy is amended as follows:

### **GENERAL DEFINITIONS**

1. The general policy definition of "**you**" and "**your**" is deleted and replaced by the following:  
**"You"** and "**your**" mean the person shown as the **named insured** on the **Declarations Page**.
2. The general policy definitions of "**covered vehicle**" and "**non-owned vehicle**" are deleted and replaced by the following:  
**"covered vehicle"** and "**non-owned vehicle**" mean any **vehicle** that is not **owned** by **you**, nor furnished or available for **your** regular use.

### **PART A – LIABILITY COVERAGE**

1. When used in Part A, the definition of "**insured person**" and "**insured persons**" is deleted and replaced by the following:  
**"Insured person"** and "**insured persons**" meaning: **you**, when operating or using a **non-owned vehicle** with the express or implied permission of the **owner**.
2. The following exclusion is deleted from Part A:  
Coverage under this Part A does not apply to:  
**bodily injury or property damage** arising out of an **accident** involving a **vehicle** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. This exclusion only applies to the extent the damages exceed the minimum limits of liability required by the financial responsibility laws for the State of Louisiana. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;  
and is replaced by the following:  
Coverage under this Part A does not apply to:  
**bodily injury or property damage** arising out of an **accident** involving a **vehicle** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. This exclusion only applies to the extent the damages exceed the minimum limits of liability required by the financial responsibility laws for the State of Louisiana.
3. The Other Insurance provision under Part A is deleted and replaced by the following:

## OTHER INSURANCE

Any insurance **we** provide shall be excess over any other applicable liability insurance, self-insurance, or bond except a **vehicle** operated by **you** which is loaned to **you** by a duly licensed automobile dealer for use as a demonstrator vehicle.

## PART B – MEDICAL PAYMENTS COVERAGE

1. When used in Part B, the definition of “**insured person**” and “**insured persons**” is deleted and replaced by the following:

“**Insured person**” and “**insured persons**” mean **you**:

- a. while **occupying** any **vehicle**, other than a **vehicle owned by you**;
- b. when struck by a **vehicle** or **trailer** while not **occupying a vehicle**.

2. The following exclusion is deleted from Part B:

Coverage under this Part B does not apply to **bodily injury**:

arising out of an **accident** involving a **vehicle** while being used by a person while employed or engaged in the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;

and replaced by the following:

Coverage under this Part B does not apply to **bodily injury**:

arising out of an **accident** involving a **vehicle** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles.

## PART C – UNINSURED/UNDERINSURED MOTORIST COVERAGE

If **you** pay a premium for Uninsured/Underinsured Motorist Coverage, and it is shown on the **Declarations Page**:

1. When used in Part C, the Additional Definition of “**insured person**” and “**insured persons**” is deleted and replaced by the following:

“**Insured person**” and “**insured persons**” mean:

- a. **you**; and
- b. any person who is entitled to recover damages covered by Part C, because of **bodily injury to you**.

2. Uninsured Motorist Property Damage Coverage is deleted.

3. The Other Insurance provision under Part C is deleted and replaced by the following:

## OTHER INSURANCE

If there is other applicable Uninsured/Underinsured Motorist Coverage, any insurance **we** provide shall be excess over any other collectible Uninsured/Underinsured Motorist Coverage.

**We** will not pay for any damages which would duplicate any payment made for damages under other insurance.

If **you** are injured while not **occupying** a motor vehicle, the coverage provided under this policy shall be excess to any Uninsured/Underinsured Motorist Coverage provided by a policy under which **you** are a **named insured**.

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## PHYSICAL DAMAGE COVERAGE FOR COVERED TRAILER

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If **you** pay a premium for Other Than Collision Coverage or Collision Coverage for a **trailer** listed on **your** policy, **your** policy is amended as follows:

1. In determining whether coverage applies to a **trailer** under PART D, artisan use of a **trailer** will not be considered a commercial or **business** purpose if **you** have paid the additional premium for artisan use of that **trailer**.
2. If **you** have purchased coverage for a **trailer**, but have not purchased that same coverage for a **covered vehicle**, no coverage will be provided under PART D for **loss** to any **trailer** that is not shown on the **Declarations Page** or any **vehicle**.
3. The following exclusions are added:

Coverage under PART D does not apply for **loss** to a **trailer**:

- a. other than impact **loss**, caused by birds, vermin, rodents, insects or other animals;
- b. that is due and confined to:
  - i. wear and tear;
  - ii. prior **loss** or damage;
  - iii. manufacturing defects;
  - iv. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
  - v. damages or expenses resulting from material or substances containing contaminants;
  - vi. freezing;
  - vii. gradual accumulation of snow or ice on a **trailer**;

viii. scorching, marring, scratching, or breakage of internal equipment or furnishings whether permanently attached or not. However, this exclusion does not apply to:

- (1) scorching, marring, scratching, or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, or lightning; or
- (2) breakage of glass which is permanently a part of or attached to the **trailer**;

ix. mechanical or electrical breakdown or failure; or

x. road damage to tires.

This exclusion does not apply if the damage results from the theft of a **trailer**; or

c. caused directly or indirectly by any of the following:

- i. water leakage or seepage to which this coverage applies;
- ii. rust or corrosion;
- iii. wet or dry rot;
- iv. dampness of atmosphere or extremes of temperature; or
- v. deterioration;

regardless of any other cause or event contributing concurrently or in any sequence to the **loss**.

The exclusions listed above shall apply only to the amount of **loss** that exceeds \$500 if:

- a. the coverage **you** have purchased for **loss** to the **trailer** has also been purchased for **loss** to a **covered vehicle**; and
- b. the **loss** excluded above for a **trailer** is a **loss** that would be otherwise covered under **your** policy.

4. The following provisions are added to the limits of liability section of PART D:

No deductible will apply to the first \$500 of **loss** to a **trailer** shown on the **Declarations Page** if the coverage **you** have purchased for **loss** to the **trailer** has also been purchased for **loss** to a **covered vehicle**. Regardless of any other provisions in the policy, if a **loss** occurs causing damage to both a **trailer** shown on the **Declarations Page** and a:

- a. **covered vehicle**; or
- b. **non-owned vehicle**;

any applicable deductibles, as shown on the **Declarations Page** or provided for in the policy, shall each apply separately to the **trailer** and **vehicle**.

The actual cash value is determined by the market value, age and condition of the **trailer** at the time the **loss** occurs.

If more than one **trailer** is shown on **your Declarations Page**, coverage will be provided as shown on the **Declarations Page** as to each **trailer**.

5. The Loss Payee Agreement under Part D applies for **loss** to a **trailer**.

6. The following is deleted from the Cancellation provision under the General Provisions:

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **vehicles**, and is replaced by:

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons, all **vehicles**, and all **trailers**.

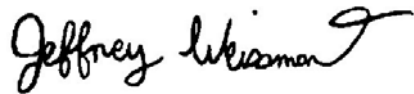
7. All Duties and General Provisions stated in the policy that apply to a **vehicle** or **covered vehicle** also apply to a **trailer** shown on the **Declarations Page**.

**All other terms, limits and provisions of this policy remain unchanged.**

In witness whereof, we, as officers of the Company, have caused this Personal Automobile Policy to be executed and attested. If required by state law, this Policy shall not be valid unless countersigned by **our** authorized representative.



Peter Rendall  
President



Jeffrey Weissmann  
Secretary

