



Pennsylvania Personal Auto Policy

We know how important it is
for you to stay on the move.

500 W 5th Street • Winston-Salem NC 27102-3199

Integon Indemnity Corporation

National General 
Insurance

PA 400 (09011999)

10954 (06/13)

**Administrative Offices: 500 West Fifth Street, Winston-Salem, NC 27152
Toll Free Telephone Number: 1-800-526-0332**

**THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US.
THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, YOUR
APPLICATION AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART
THEREOF, COMPLETE THIS POLICY.**

READ YOUR POLICY CAREFULLY

IMPORTANT: Please read your Pennsylvania Personal Auto Policy carefully as it contains language which may restrict or exclude coverage. The Policy specifically addresses who may use **your covered auto** and under what conditions coverage will be afforded.

NOTICE: IN COMPLIANCE WITH SECTION 1725 OF VEHICLE CODE ,
YOU ARE HEREBY NOTIFIED THAT A RENTAL AUTO WILL BE
COVERED FOR COLLISION DAMAGES IF:

1. YOU HAVE PURCHASED COLLISION COVERAGE FOR AT LEAST ONE (1) AUTO ON THE POLICY AS SHOWN IN YOUR DECLARATIONS PAGE; AND
2. THE AUTO IS RENTED BY YOU FOR 60 DAYS OR LESS; AND
3. THE AUTO IS BEING OPERATED BY YOU OR ANY FAMILY MEMBER AT THE TIME OF LOSS.

TO REPORT A CLAIM:

1-800-468-3466

STATE OF PENNSYLVANIA FRAUD HOTLINE

1-888-565-IFDA

(1-888-565-4332)

**YOUR PERSONAL AUTO POLICY
QUICK REFERENCE**

DECLARATIONS PAGE

Your Name and Address
Your Auto or Trailer
Policy Period
Coverages and Amounts of Insurance

AGREEMENT.....	1	PART D - COVERAGE FOR DAMAGE TO YOUR AUTO	13
DEFINITIONS.....	1	INSURING AGREEMENT.....	13
TORT LIABILITY INSURANCE OPTIONS.....	2	TOWING AND STORAGE CHARGES	13
PART A - LIABILITY COVERAGE	2	TRANSPORTATION EXPENSES	13
INSURING AGREEMENT	2	EXCLUSIONS.....	14
SUPPLEMENTARY PAYMENTS.....	3	LIMIT OF LIABILITY	14
EXCLUSIONS	3	PROOF OF LOSS.....	15
LIMIT OF LIABILITY.....	4	PAYMENT OF LOSS	15
OUT OF STATE COVERAGE.....	4	NO BENEFIT TO BAILEE.....	15
FINANCIAL RESPONSIBILITY REQUIRED.....	5	OTHER INSURANCE	15
OTHER INSURANCE.....	5	APPRAISAL	15
PART B - FIRST PARTY BENEFITS COVERAGE.....	5	PART E - DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM.....	15
DEFINITIONS.....	5	GENERAL DUTIES.....	15
BENEFITS	6	ADDITIONAL DUTIES FOR UNINSURED/UNDERINSURED MOTORISTS COVERAGE	16
EXCLUSIONS	6	ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO	16
LIMIT OF LIABILITY.....	7	PART F - GENERAL PROVISIONS	16
PRIORITIES OF POLICIES	7	BANKRUPTCY	16
CONDITIONS.....	8	CHANGES	16
CONSTITUTIONALITY CLAUSE.....	8	LEGAL ACTION AGAINST US.....	16
NON-DUPLICATION OF BENEFITS	8	OUR RIGHT TO RECOVER PAYMENT	16
PAYMENT OF ACCIDENTAL DEATH BENEFITS.....	8	POLICY PERIOD AND TERRITORY	16
PART C - UNINSURED / UNDERINSURED MOTORISTS COVERAGE	8	TERMINATION - CANCELLATION, NONRENEWAL, AUTOMATIC TERMINATION, OTHER TERMINATION PROVISIONS	17
INSURING AGREEMENT	8	TRANSFER OF YOUR INTEREST IN THIS POLICY	18
DEFINITIONS.....	9	MISREPRESENTATION AND FRAUD	18
EXCLUSIONS	9	TWO OR MORE AUTOS INSURED.....	18
LIMIT OF LIABILITY.....	10	CONFORMITY TO STATE STATUTES	18
OTHER INSURANCE.....	12	ENDORSEMENT SECTION	20
TRUST AGREEMENT.....	12		
ARBITRATION	12		

PERSONAL AUTOMOBILE POLICY

AGREEMENT

This policy is issued and renewed in reliance upon the truth and accuracy of the representations made in the application for this insurance. The terms of this policy impose obligations on all persons defined as "**you**." The responsibilities, acts and/or omissions, in connection with this insurance, of any person defined as "**you**" shall be binding upon all other persons defined as "**you**."

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

DEFINITIONS

Throughout this policy, "**You**" and "**Your**" refer to:

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

"**We**," "**us**" and "**our**" refer to the Company providing this insurance as referred to in the Declarations.

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

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

The following words or phrases, when printed in bold-faced type or in quotation marks, are defined as follows:

"**Accident**" means: a sudden, unexpected, and unintended occurrence.

"**Actual Cash Value**" means: the amount it would cost to replace the stolen or damaged property with property of like kind and quality. In the event replacement property of like kind and quality is unavailable, allowances can be made for the difference in value between the replacement and the damaged property.

"**Auto**" means: a motor vehicle having more than three load-bearing wheels and which is of a kind required to be registered under the laws of Pennsylvania relating to motor vehicles designed primarily for operation upon the public streets, roads and highways and driven by power other than muscular power.

"**Bodily injury**" means: bodily harm, sickness or disease, including death that results therefrom. **Bodily injury** does not include bodily harm, sickness, disease or death arising out of a medically defined communicable disease contracted by any person nor the exposure of such a disease by any person to any other person.

"**Business**" means: trade, profession or occupation.

"**Depreciation**" means decline of value due to wear and tear or obsolescence.

"**Economic loss**" means medical and other out-of-pocket expenses.

"**Family member**" means: a person related to **you** by blood, marriage or adoption who is a resident of **your**

household. This includes a ward or foster child, or stepchild.

"**Loss**" means: sudden, direct, and accidental destruction or damage.

"**Noneconomic loss**" means pain and suffering and other nonmonetary damages.

"**Non-owned auto**" means: any **auto** that is not owned by or furnished or available for the regular use of **you**, or any **family member** while in the custody of or being operated by **you** or any **family member** and while being used within the scope of the owner's express or implied permission. However, **non-owned auto** does not include any vehicle used as a temporary substitute for an **auto you** own which is out of normal use because of its breakdown, repair, servicing, **loss** or destruction.

"**Occupying**" means: in; upon; getting into, out of, on or off.

"**Serious injury**" means a personal injury resulting in death, serious impairment of body function or permanent serious disfigurement.

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

"**Trailer**" means: a non-powered vehicle with no independent means of locomotion, including a farm wagon or farm implement, designed to be pulled by a:

1. Private passenger **auto** or station wagon; or
2. Pickup truck or private passenger van.

"Your covered auto" means:

1. Any **auto** shown in the Declarations.
2. Any of the following types of vehicles on the date **you** become the owner, but only if **you** have asked **us** to insure it as set forth below:
 - a) a private passenger **auto** or station wagon; or
 - b) a pickup truck or private passenger van that:
 - (1) is not used for the delivery or transportation of goods and materials unless such use is:
 - a) incidental to **your business** of installing, maintaining or repairing furnishings or equipment; or
 - b) for farming or ranching; and
 - (2) has a Gross Vehicle Weight as specified by the manufacturer of less than 10,000 pounds.

If the **auto you** acquire replaces one shown in the Declarations, it will have the same coverage as the **auto** it replaced, if **you**:

- a) acquire the **auto** during the policy period; and
- b) ask **us** to insure it within 30 days after **you** become the owner.

If **you** do not notify **us** within the time limit noted in b), no coverage exists for the replacement **auto**.

If the **auto you** acquire is in addition to any shown in the Declarations, it will have the broadest coverage **we** now provide for any **auto** shown in the Declarations, if **you**:

- a) acquire the **auto** during the policy period;
- b) ask **us** to insure it within 30 days after **you** become the owner; and
- c) **we** insure all **autos you** own.

If **you** do not notify **us** within the time limit noted in b), no coverage exists for the newly acquired **auto**.

3. Any **trailer you** own, while being pulled by **your covered auto**.
4. Any **auto** or **trailer** not owned by **you** while used on a temporary basis as a substitute for any other **auto** described in this definition which is out of normal use because of its:
 - a) breakdown;
 - b) repair;
 - c) servicing;
 - d) **loss**; or
 - e) destruction.

The definition of **your covered auto** does not apply to PART D - COVERAGE FOR DAMAGE TO YOUR AUTO. **Your covered auto** is redefined in PART D.

TORT LIABILITY INSURANCE OPTIONS

Limited Tort Option

If the Declarations shows "Limited Tort" as the Tort Option chosen, the Limited Tort Option applies. Each **insured** who is bound by this option may seek compensation only for **economic loss** suffered because of **bodily injury** caused by **accident** as the consequence of the fault of another person. However, each **insured** may recover damages as if the **insured** damaged had elected the Full Tort Option:

1. If the **bodily injury** suffered is a **serious injury**; or
2. If the person at fault:
 - a. is convicted, or accepts Accelerated Rehabilitative Disposition for driving under the influence of alcohol or a controlled substance in that **accident**; or
 - b. is operating a motor vehicle registered in another state; or
 - c. intends to cause intentional injury; or
 - d. has not maintained financial responsibility as required by Pennsylvania law; or
3. With respect to claims against a person in the business of designing, manufacturing, repairing, servicing or otherwise maintaining motor vehicles arising out of a defect in such motor vehicle which is caused by or not corrected by an act or omission, in the course of such business, other than a defect in a motor vehicle which is operated by such business; or

4. If injured while **occupying** a motor vehicle other than a private passenger motor vehicle as defined in **the act** (Pennsylvania Motor Vehicle Financial Responsibility Law of 1984 as amended.)

Full Tort Option

If the Declaration shows "Full Tort" as the Tort Option chosen, the Full Tort Option applies. Each **insured** bound by this option may seek compensation for **noneconomic loss** claimed and **economic loss** suffered because of **bodily injury** caused by **accident** as the consequence of the fault of another person.

Who is an Insured Under Tort Liability Insurance Options

As used in this section, an "**insured**" means :

1. you or a family member; or
2. if residing in **your** household, a minor in the custody of either **you** or a **family member**

Other Insurance

1. If **you** are an **insured** under more than one liability insurance policy, and the policies have conflicting tort options, the policy providing the Full Tort Option applies.
2. If an **insured**, other than **you**, is covered by more than one liability insurance policy, and the policies have conflicting tort options:
 - a. The **insured** is bound by the tort option of the policy associated with the motor vehicle the **insured** is **occupying** at the time of the **accident**.
 - b. The Full Tort Option applies if the **insured** is not **occupying** a motor vehicle at the time of the **accident**.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

If **you** pay a premium for this coverage, **we** will pay damages, except punitive or exemplary damages, for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an **auto accident**. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **we** offer to pay and pay **our** limit of liability for this coverage. **We** have no duty to defend any suit, settle any claim or pay any judgment for **bodily injury** or **property damage** not covered under this policy.

"**Insured**" as used in Part A means:

1. **You** or any **family member** for the ownership, maintenance or use of any **auto** or **trailer**, with the owner's permission.
2. Any person using **your covered auto** within the scope of the named insured's permission.

3. For **your covered auto**, any person or organization other than 1. and 2. above, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any **auto** or **trailer**, other than **your covered auto**, any person or organization other than 1. and 2. above, but only with respect to legal responsibility for acts or omissions of **you** or any **family member** for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the **auto** or **trailer**.

SUPPLEMENTARY PAYMENTS

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

1. Up to \$300 for the cost of bail bonds required because of traffic law violations resulting from an **auto accident**. The **auto accident** must result in **bodily injury** or **property damage** covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend and **we** choose to appeal.
3. Other reasonable expenses incurred at **our** request.
4. Reasonable loss of wages, up to \$50 per day, but not other income, because of attendance at hearings, proceedings, or trials at **our** request.
5. Reasonable expenses for emergency first aid **you** administer to others at the scene of an **accident** involving any **auto** covered by this policy.

EXCLUSIONS

- A. Coverage under this Part A, including **our** duty to defend, does not apply to:
 1. **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured**.
 2. **Property damage** to property owned or being transported by that person.
 3. **Property damage** to property:
 - a) rented to;
 - b) used by; or
 - c) in the care, custody, or control of that **insured**. This exclusion does not apply to a rented residence or rented private garage.
 4. **Bodily injury** to an employee or fellow employee of any **insured** person arising out of the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless Workers' Compensation benefits, disability benefits, or similar benefits are required or available for that domestic employee.
 5. Liability arising out of the ownership or operation of an **auto** while it is being used to carry persons

or property for compensation or a fee. This exclusion does not apply to a share-the-expense car pool.

6. Liability arising out of the ownership, operation or use of an **auto** for wholesale or retail delivery, including, but not limited to, delivery of magazines, newspapers, food, pizza or any other product.
7. Any person while employed or otherwise engaged in the **business** of:

a) selling;	e) parking;
b) repairing;	f) road testing;
c) servicing;	g) delivering; or
d) storing;	h) leasing

vehicles designed for use mainly on public highways.

However, coverage does not apply to **you** or a **family member** when using **your covered auto**.
8. Maintaining or using any vehicle while that person is employed or otherwise engaged in any **business** not described in Exclusion 7. If a **business** use surcharge is noted in the Declarations for an **auto** shown in the Declarations, this exclusion does not apply to the ownership, maintenance or use of that **auto** by:
 - a) **you**; or
 - b) any family member.
9. Any person using an **auto** beyond the scope of the owner's express or implied permission.
10. **Bodily injury** or **property damage** for which that person:
 - 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:

 1. Nuclear Energy Liability Insurance Association;
 2. Mutual Atomic Energy Liability Underwriters; or
 3. Nuclear Insurance Association of Canada.
11. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of:
 - a) a motorcycle or any motorized vehicle having fewer than four wheels or more than six wheels; or

- b) an all-terrain vehicle regardless of the number of wheels it has; or
- c) any self-propelled vehicle not licensed for use on public roads; or
- d) any vehicle weighing in excess of 10,000 pounds.

12. **Bodily injury** or **property damage** arising out of any person's liability for the ownership, maintenance or operation of **your covered auto** when it:

- a) is being rented or leased to others; or
- b) has been sold to another; or
- c) is under a conditional sales agreement by **you** to another.

13. **Bodily injury** or **property damage** arising out of the ownership or maintenance of an **auto** while it is being operated in or while in practice or preparation for any prearranged or organized race event, hill climb, demonstration, speed contest or performance contest.

14. **Bodily injury** or **property damage** arising out of any liability assumed by an **insured** under any contract or agreement.

15. **Bodily injury** or **property damage** for which the United States Government is held responsible under the Federal Tort Claims Act.

16. **Bodily injury** or **property damage** resulting from use of **your covered auto** as a snowplow, except while being used by an **insured** at **your** primary residence .

17. You or any family member while occupying any auto:

- a) being used in any unlawful activity (other than a traffic violation), illicit trade or transportation; or
- b) used or operated in an attempt to flee a law enforcement agent;

and **you** or the **family member** is a willing participant in such activity listed in a) or b) above.

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

1. Any **auto**, other than **your covered auto**, which is:
 - a) owned by **you**; or
 - b) furnished or available for **your** regular use.
2. Any **auto**, other than **your covered auto**, which is:
 - a) owned by any **family member**; or
 - b) furnished or available for the regular use of any **family member**.

However, this exclusion, B.2., does not apply to **you**.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for each person for Bodily Injury Liability Coverage is **our** maximum limit of liability for all damages for **bodily injury**, sustained by any one person in any one **auto accident**. This includes all derivative claims arising out of said **bodily injury** which includes, but is not limited to, damages for care, loss of service or death, loss of consortium, loss of society or companionship. Subject to this limit for each person, the limit of liability shown in the Declarations for each **accident** for **Bodily Injury** Liability Coverage is **our** maximum limit of liability for all damages for **bodily injury** resulting from any one **auto accident**. This includes all derivative claims arising out of said **bodily injury** which includes, but is not limited to, damages for care, loss of service or death, loss of consortium, loss of society or companionship. The limit of liability shown in the Declarations for each **accident** for Property Damage Liability Coverage is **our** maximum limit of liability for all damages to all property resulting from any one **auto accident**. This is the most **we** will pay under Bodily Injury Liability Coverage or Property Damage Liability Coverage, whichever is applicable, as a result of any one **auto accident** regardless of the number of:

1. Insureds;
2. Claims made;
3. **Autos** or premiums shown in the Declarations;
4. **Autos** involved in the **auto accident**;
5. Premiums paid; or
6. Lawsuits brought.

An **auto** and attached **trailer** are considered one **auto**. Therefore, the limit of liability will not be increased for an **accident** involving an **auto** with an attached **trailer**.

Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under **PART B - First Party Benefits Coverage** and **PART C - Uninsured/Underinsured Motorist Coverage** of this policy.

OUT OF STATE COVERAGE

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

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, **your** policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses an **auto** in that state or province,

your policy will provide at least the required minimum amounts and types of coverage.

However, if the **auto accident** involves a vehicle, covered under this policy, which is either registered in such other state or province or has been operated in such other state or province for 90 days or more in the preceding 365 days, then the coverage under this policy shall not be modified in any way. This restriction will not apply, however, if **you** have disclosed on **your** application for this insurance that such operators, such as students or individuals in the military, will be operating **your covered auto** in another designated state or province for 90 days or more each year. This policy will then conform to that designated state's minimum compulsory coverage limits for non-residents as required by that state's Financial Responsibility Law.

FINANCIAL RESPONSIBILITY REQUIRED

When this policy is certified in Pennsylvania 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, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit bears to the total of all applicable limits. However, any insurance **we** provide for a vehicle **you** do not own shall be excess over any other collectible insurance.

PART B - FIRST PARTY BENEFITS COVERAGE

DEFINITIONS

The following words and phrases are defined for **Part B-First Party Benefits Coverage**. They are in bold when used.

"**The act**" means the Pennsylvania Motor Vehicle Financial Responsibility Law of 1984, as amended.

"**Accidental death**" means the death of **you** or any **family member** from **bodily injury** caused by **accident**, if the death occurs within 24 months from the date of the **accident**.

"**Bodily injury**" means accidental bodily harm to a person and that person's resulting illness, disease or death.

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

"**Funeral expense**" means reasonable expenses incurred for , and directly related to, the funeral, burial, cremation or other form of disposition of the remains of he deceased **insured**. The expenses must be incurred as a result of the death of the **insured** and within 24 months from the date of the **accident**.

"**Income loss**" means eighty (80%) percent of gross income actually lost by an **insured**.

Income loss also means reasonable expenses actually incurred for hiring:

- a) a substitute to perform the work a self-employed **insured** would have performed except for **bodily injury**, or
- b) special help, thereby enabling a person to work, thereby reducing **loss** of gross income.

Income loss does not include:

- a) loss of expected income for any period following the death of an **insured**; or
- b) expenses incurred for services performed following the death of an **insured**; or
- c) any loss of income during the first five (5) working days the **insured** did not work after the **accident** because of the **bodily injury**.

"**Insured**" means:

- a) you or any family member;
- b) any other person:
 1. while occupying your covered auto; or
 2. while a pedestrian if injured as a result of an **accident** in Pennsylvania involving **your covered auto**.

If **your covered auto** is parked and unoccupied it is not a **motor vehicle** involved in an **accident** unless it was parked in a manner as to create an unreasonable risk of injury.

"**Medical expenses**" means reasonable and necessary charges incurred for:

- a) medical treatment, including but not limited to:
 1. medical, hospital, surgical, nursing and dental services;
 2. medications, medical supplies and prosthetic devices; and
 3. ambulance;
- b) medical and rehabilitative services, including but not limited to:
 1. medical care;
 2. licensed physical therapy, vocational rehabilitation and occupational therapy;
 3. osteopathic, chiropractic, psychiatric and psychological services; and
 4. optometric services, speech pathology and audiology;
- c) non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

All medical treatment and medical and rehabilitative services must be provided by or prescribed by a person or facility approved by the Department of Health, the equivalent governmental agency responsible for health programs or the accrediting designee of a department or agency of the state in which those services are provided.

Medical expenses will be paid if incurred within 18 months from the date of the **accident** causing **bodily injury**. However, if within 18 months from the date of the **accident**, it can be determined with reasonable medical probability that additional expenses may be incurred after this period, the 18 month time limit will not apply to the payment of the additional **medical expenses**.

"**Motor vehicle**" means a self-propelled vehicle, operated or designed for use upon public roads. However, **motor vehicle** does not include a vehicle operated:

- a) By muscular power; or
- b) On rails or tracks.

"**Named insured**" means the person named in the Declarations.

"**Your covered auto**" means a motor vehicle

- a) to which liability coverage under this policy applies and for which a specific premium is charged; and
- b) for which **you** maintain First Party Benefits Coverage as required under **the act**.

BENEFITS

A. Basic First Party Benefits Option

We will pay Basic First Party Benefits consisting of **Medical Expenses** to or for an **insured** who sustains **bodily injury** caused by **accident** arising out of the maintenance or use of a **motor vehicle**. **Our** Limit of Liability for **Medical Expenses** is \$5,000.00.

B. Added First Party Benefits Option

If the Declarations indicates Added First Party Benefits Coverage applies, **we** will pay Added First Party Benefits instead of the Basic First Party Benefit, to or for an **insured** who sustains **bodily injury** caused by an **accident** arising out of the maintenance or use of a **motor vehicle**.

Added First Party Benefits consist of the following:

1. **Medical Expenses** if it appears in the Declarations. The Limit of Liability for the **Medical Expenses** is increased to the amount shown in the Declarations.
2. **Income Loss** if it appears in the Declarations. The maximum Limit of Liability for **income loss** is the amount shown in the Declarations.

The Limit of Liability for any one month is the "Monthly Amount" shown for that option in the following schedule.

Income Loss Schedule

Maximum Amount	Monthly Amount
\$5,000	\$1,000
\$15,000	\$1,000
\$25,000	\$1,500
\$50,000	\$2,500

3. **Funeral Expense** if it appears in the Declarations. The Limit of Liability for **funeral expense** is the amount shown in the Declarations.
4. **Accidental Death** benefit if it appears in the Declarations. The Limit of Liability for **accidental death** benefit is the amount shown in the Declarations.

We will pay **accidental death** benefit to the executor or administrator of the deceased **insured's** estate. If there is no executor or administrator, the benefit shall be paid to:

- a. The deceased **insured's** surviving spouse; or
- b. If there is no surviving spouse, the deceased **insured's** surviving children; or
- c. If there is no surviving spouse or children, to the deceased **insured's** estate.

C. Combination First Party Benefits Option

This option applies if Combination First Party Benefits appears in the Declarations. The Limit of Liability for **Medical Expenses**, **Income Loss**, **Funeral Expense** and **Accidental Death** combined is the amount shown in the Declarations. The "total limit" is the most **we** will pay as the result of **bodily injury** to any one **insured** as the result of any one **accident**. However, the most **we** will pay for:

- a) Funeral Expense is \$2,500.
- b) **Accidental Death** is \$25,000.

We will only pay for expense or loss incurred within three years from the date of the **accident**.

EXCLUSIONS

We do not provide benefits for **bodily injury**:

1. Sustained by any person while intentionally causing or attempting to cause **bodily injury** to:
 - a) himself;
 - b) herself; or
 - c) any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.

4. Sustained by any person while maintaining or using a **motor vehicle** knowingly converted by that person. However, this exclusion does not apply to:
 - a) **You**; or
 - b) any family member
5. Sustained by any person who, at the time of the **accident**;
 - a) is the owner of one or more registered **motor vehicles** and none of those **motor vehicles** have in effect the financial responsibility required by **the act**, or
 - b) is **occupying a motor vehicle** owned by that person for which the financial responsibility required by **the act** is not in effect.
6. Sustained by any person maintaining or using a **motor vehicle** while located for use as a residence or premises.
7. Sustained by any person injured as a result of conduct within the course of the **business** or repairing, servicing or otherwise maintaining **motor vehicles**. This exclusion (7.) does not apply if the conduct is off the **business** premises.
8. Sustained by a pedestrian if the **accident** occurs outside of Pennsylvania. This exclusion (8.) does not apply to:
 - a) **You**; or
 - b) any family member.
9. Sustained by any person while **occupying**
 - a) a recreational vehicle designed for use off public roads; or
 - b) a motorcycle, moped or similar-type vehicle.
10. Caused by or as a consequence of:
 - a) discharge of a nuclear weapon (even if accidental);
 - b) war (declared or undeclared);
 - c) civil war;
 - d) insurrection; or
 - e) rebellion or revolution
11. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a) nuclear reaction;
 - b) radiation; or
 - c) radioactive contamination.

LIMIT OF LIABILITY

The Limit of Liability for all the First Party Benefits that apply is the most **we** will pay to or for each **insured** as a result of any one **accident**. This is the most **we** will pay regardless of the number of:

1. Claims made;
2. Vehicles or premiums shown in the Declarations;
3. Vehicles involved in the **accident**; or
4. Insurers providing First Party Benefits.

If Combination First Party Benefits are afforded, **we** will make available at least the minimum limit required by **the act** for Basic First Party Benefits. This provision will not change **our** maximum limit of liability.

Any amount payable under all First Party Benefits Coverages shall be excess over any amounts paid, payable or required to be provided to an **insured** under any workers' compensation law or similar law.

PRIORITIES OF POLICIES

We will pay all First Party Benefits in accordance with the order of priorities set forth by **the act**. **We** will not pay if there is another insurer at a higher level of priority. The First category listed below is the highest level of priority and the Fourth category listed below is the lowest level of priority. The priority order is:

- | | |
|---------|--|
| First: | The insurer providing benefits to the insured as a named insured . |
| Second: | The insurer providing benefits to the insured as a family member who is not a named insured under another policy providing coverage under the act . |
| Third: | The insurer of the motor vehicle which the insured is occupying at the time of the accident . |
| Fourth: | The insurer providing benefits on any motor vehicle involved in the accident if the insured is: <ol style="list-style-type: none"> a) a pedestrian; and b) not provided First Party Benefits under any other automobile policy. |

In this priority, an unoccupied parked **motor vehicle** is not a **motor vehicle** involved in an **accident** unless it was parked in a manner as to create an unreasonable risk of injury.

If two or more policies have equal priority within the highest applicable priority level:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible. The insurer is then entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim. If such contribution is sought among insurers under the Fourth priority,

proration shall be based on the number of involved motor vehicles.

2. If **we** are the insurer against whom the claim is first made, **our** payment to or for an **insured** will not exceed the applicable limit of liability for First Party Benefits Coverage shown in the Declarations.
3. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest limit of liability.

CONDITIONS

- A. **Notice.** If an **accident** occurs, written notice adequately identifying the **insured** and reasonably accessible facts concerning the time, place and circumstances of the **accident** shall be given as soon as practicable by or on behalf of each **insured** to **us** or any of **our** authorized agents.
- B. **Medical Reports; Proof of Claim.** As soon as practicable the **insured**, or someone on his or her behalf, shall give **us** proof of claim, under oath if required, fully describing the nature and extent of **bodily injury**, treatment and rehabilitation received and contemplated and other information to assist **us** in determining the amount due and payable.

Proof of claim shall be made upon forms furnished by **us** unless **we** fail to supply such forms within 15 days after receiving notice of claim.

The **insured** shall submit to mental and physical examinations by physicians selected by **us** when and as often as **we** may reasonably require. **We** will pay the costs of such examinations.

The **insured** (or, in the event of such person's incapacity or death, his or her legal representative) shall, if **we** request, sign papers to enable **us** to obtain medical reports and copies of records. A copy of such medical report will be forwarded to such **insured** upon his or her written request.

If **income loss** benefits are claimed, the **insured** presenting such claim shall authorize **us** to obtain details of all earnings paid to him or her by an employer or earned by him or her since the time of the injury or during the year immediately preceding the date of the **accident**.

- C. **Customary Charges for Treatment.** The amount **we** will pay to a person or institution providing treatment, accommodation, products or services to an **insured** for an injury covered by benefits for **medical expenses** shall not exceed the amount the person or institution customarily charges for like treatment, accommodations, products and services in cases involving no insurance.

CONSTITUTIONALITY CLAUSE

The premium for, and the coverages of this policy were established based on the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law of 1984, as amended.

If a court of competent jurisdiction declares any provision of this endorsement invalid **we** have the right to amend that provision and to recompute the premium for this coverage subject to the approval of the Insurance Commissioner.

NON-DUPLICATION OF BENEFITS

No one will be entitled to recover duplicate payments for the same elements of **loss** under this or any other similar automobile insurance including self-insurance.

PAYMENT OF ACCIDENTAL DEATH BENEFITS

The **accidental death** Benefit under this policy will be paid to the executor or administrator of the deceased **insured's** estate. If there is no executor or administrator, benefits shall be paid to:

1. the deceased **insured's** surviving spouse; or
2. If there is no surviving spouse, the deceased **insured's** children; or
3. If there is not surviving spouse or surviving children, to the deceased **insured's** estate.

PART C - UNINSURED / UNDERINSURED MOTORISTS COVERAGE

Uninsured Motorist Coverage

Stacked Uninsured Motorist (Bodily Injury)

Unstacked Uninsured Motorist (Bodily Injury)

Underinsured Motorist Coverage

Stacked Underinsured Motorist (Bodily Injury)

Unstacked Underinsured Motorist (Bodily Injury)

INSURING AGREEMENT

If you pay a premium for this coverage, **we** will pay damages, except punitive and exemplary damages, or prejudgment interest, which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** where such coverage is indicated as applicable in the Declarations because of **bodily injury** :

1. Sustained by an **insured**; and
2. Caused by an **auto accident**.

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

We will pay damages except punitive and exemplary damages or prejudgment interest under this coverage arising out of an **accident** with an **underinsured motor vehicle** only after the limits of liability under any applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.

No judgment for damages arising out of a law suit brought against the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle** will be binding on **us** unless **we**:

1. Received reasonable notice of filing of the suit resulting in the judgment; and
2. Had a reasonable opportunity to protect **our** interest in the suit.

As used in this section, **property damage** does not include loss of use, nor does it include damage, destruction to or loss of personal effects.

DEFINITIONS

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

1. You or any family member.
2. Anyone who operates **your covered auto** within the scope of the owner's express or implied permission.
3. A guest **occupying your covered auto** when it is operated by **you** or one who operates **your covered auto** within the scope of the owner's express or implied permission.
4. Any personal representative for damages that person is legally entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in 1., 2. or 3. above.

"**Uninsured motor vehicle**" means a land or motor vehicle or **trailer** which is:

1. Not insured by a **bodily injury** liability bond or policy at the time of the **accident**.
2. A hit-and-run vehicle whose owner or operator is unknown and which hits or causes **bodily injury** without hitting:
 - a) you or any family member;
 - b) any **auto** which **you** or any **family member** are **occupying**; or
 - c) your covered auto.

If there is no physical contact with the hit-and-run vehicle, the facts of the **accident** must be proved by competent evidence other than testimony of a person making claim under this or any similar coverage.

3. Insured by a **bodily injury** liability bond or policy, but the insurer denies coverage or is or becomes insolvent.

However, an **uninsured motor vehicle** does not include any vehicle or equipment that is:

1. An underinsured motor vehicle.
2. Owned or operated by a self-insurer within the meaning of any financial responsibility law, motor carrier law or any similar law.

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

Underinsured motor vehicle does not include an **uninsured motor vehicle**.

However, **uninsured motor vehicle** or an **underinsured motor vehicle** does not include any vehicle or equipment:

1. Owned by:
 - a) The United States of America;
 - b) Canada;
 - c) a state;
 - d) any other governmental entity or unit; or
 - e) an agency of a), b), c), or d) above.
2. Operated on rails or crawler treads.
3. Which is designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.
5. Owned by or furnished or available for the regular use of **you** or any **family member**.

EXCLUSIONS

A. **We** do not provide coverage for **bodily injury** sustained by any **insured**:

1. If that person or the legal representative settles the **bodily injury** claim without **our** written consent.
2. While **occupying your covered auto** while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
3. While **occupying your covered auto** while it is being used for wholesale or retail delivery including, but not limited to, delivery of magazines, newspapers, food, pizza or any other product.
4. Using or **occupying** an **auto** without the express or implied permission of the owner, or outside the scope of the owner's permission, unless it is reasonably believed to be with the owner's permission.
5. For **noneconomic loss** caused by an **accident** involving an **uninsured motor vehicle** or **underinsured motor vehicle** unless the injured person has a legal right to recover for **noneconomic loss** under **the act**. The injured person's legal right to recover damages for **noneconomic loss** under **the act** will be determined by the liability tort limitation, if any applicable to that person.
6. An arising out of the ownership, maintenance or use of an **auto** while it is being operated in or while in practice or preparation for any prearranged or organized race event, hill climb, demonstration, speed contest or performance contest.

B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

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

LIMIT OF LIABILITY

A. Stacked Uninsured Motorist (Bodily Injury)

If Stacked Uninsured Motorist is shown in the Declarations, the following provisions apply:

1. If **bodily injury** is suffered in any one **accident** by **you** or any **family member**:
 - a) **Our** maximum limit of liability for all damages, including damages for care, loss of services or death arising out of **bodily injury** suffered by any one **insured** in any such **accident** is the sum of the limits of liability applicable to each vehicle shown in the Declarations for each person for Uninsured Motorist Coverage.
 - b) Subject to the maximum limit for each person described in a) above, **our** maximum limit of liability for all damages arising out of **bodily injury** resulting from any one **accident** is the sum of the limits of liability applicable to each vehicle shown in the Declarations for each **accident** for Uninsured Motorist Coverage.
 - c) Subject to the maximum limits of liability set forth in a) or b) above:
 - 1) The most **we** will pay for **bodily injury** suffered in such **accident** by an **insured** other than **you** or any **family member** is that **insured's** pro-rata share of the each person or each **accident** limit of liability shown in the Declarations applicable to the vehicle that **insured** was **occupying** at the time of the **accident**; and
 - 2) **You** or any **family member** who suffers **bodily injury** in such **accident** will also be entitled to a pro-rata share of the each person or each **accident** limit described in paragraph c) 1) above.

A person's pro-rata share shall be the proportion that person's damages bears to the total damages sustained by all **insureds**.

The maximum limit of liability is the most **we** will pay regardless of the number of:

- 1) Insureds;
- 2) Claims made;
- 3) Vehicles or premiums shown in the Declarations; or

4) Vehicles involved in the **accident**.

2. If **bodily injury** is suffered by any **insured** other than **you** or any **family member** in an **accident** in which neither of **you** nor any **family member** suffered **bodily injury**, the limit of liability shown in the Declarations for each person for Uninsured Motorist Coverage is our maximum limit of liability for all damages including damages for care, loss of services or death, arising out of **bodily injury** suffered by any one **insured** in any such **accident**. Subject to this limit for each person, the limit of liability shown in the Declarations for each **accident** for Uninsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any such **accident**. This is the most **we** will pay regardless of the number:

- 1) Insureds ;
- 2) Claims made;
- 3) Vehicles or premiums shown in the Declarations; or
- 4) Vehicles involved in the **accident**.

B. Unstacked Uninsured Motorist (Bodily Injury)

If Unstacked Uninsured Motorist is shown in the Declarations the following provisions apply:

1. The limit of liability shown for each person for Uninsured Motorist is **our** maximum limit of liability for all damages including damages for care, loss of services or death arising out of **bodily injury** suffered by one **insured** in any one **accident**. Subject to this limit for each person, the limit of liability shown in the Declarations for each **accident** for Uninsured Motorist is **our** maximum limit of liability for all damage for **bodily injury** suffered by all **insureds** in any one **accident**.

These limits are the most **we** will pay regardless of the number of:

- 1) Insureds;
- 2) Claims made;
- 3) Vehicles or premiums shown in the Declarations; or
- 4) Vehicles involved in the **accident**.

C. Stacked Underinsured Motorist (Bodily Injury)

If Stacked Underinsured Motorist is shown in the Declarations the following provisions apply:

1. If **bodily injury** is suffered in any one **accident** by **you** or any **family member**:
 - a) **Our** maximum limit of liability for all damages, including damages for care, loss of services or death arising out of **bodily injury** suffered by any one **insured** in any such **accident** is the sum of the limits of

liability applicable to each vehicle shown in the Declarations for each person for Underinsured Motorist Coverage.

- b) Subject to the maximum limit for each person described in a) **our** maximum limit of liability for all damages arising out of **bodily injury** resulting from any one **accident** is the sum of the limits of liability applicable to each vehicle shown in the Declarations for each **accident** for Underinsured Motorist Coverage.
- c) Subject to the maximum limits of liability set forth in a) or b) above:
- 1) The most **we** will pay for **bodily injury** suffered in such **accident** by an **insured** other than **you** or any **family member** is that **insured's** pro-rata share of each person or each **accident** limit of liability shown in the Declarations applicable to the vehicle that **insured** was **occupying** at the time of the **accident**.
 - 2) **You** or any **family member** who suffers **bodily injury** in such **accident** will also be entitled to a pro-rata share of each person or each **accident** limit described in paragraph c) 1) above.

A person's pro-rata share shall be the proportion that person's damages bears to the total damages sustained by all **insureds**.

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

- 1) Insureds;
 - 2) Claims made;
 - 3) Vehicles or premiums shown in the Declarations; or
 - 4) Vehicles involved in the **accident**.
2. If **bodily injury** is suffered by any **insured** other than **you** or any **family member** in an **accident** in which neither **you** nor any **family member** suffered **bodily injury**, the limit of liability shown in the Declarations for each person for Underinsured Motorist is our maximum limit of liability for all damages including damages for care, loss of services or death, arising out of **bodily injury** suffered by any one **insured** in any such **accident**. Subject to this limit for each person, the limit of liability shown in the Declarations for each **accident** for Underinsured Motorist is **our** maximum limit of liability for all damages for **bodily injury** resulting from any such **accident**. This is the most **we** will pay regardless of the number of :

- 1) Insureds;
- 2) Claims made;
- 3) Vehicles or premiums shown in the Declarations; or
- 4) Vehicles involved in the **accident**.

D. Unstacked Underinsured Motorist (Bodily Injury)

If Unstacked Underinsured Motorist is shown in the Declarations the following provisions apply:

The limit of liability shown for each person for Underinsured Motorist is **our** maximum limit of liability for all damages, including damages for care, loss of services or death arising out of **bodily injury** suffered by any one **insured** in any one **accident**. Subject to this limit for each **accident** for Underinsured Motorist is **our** maximum limit of liability for all damages for **bodily injury** resulting from any one **accident**. These limits are the most **we** will pay regardless of the number of :

- 1) Insureds;
- 2) Claims made;
- 3) Vehicles or premiums shown in the Declarations; or
- 4) Vehicles involved in the **accident**.

E. Any amount otherwise payable for **bodily injury** under this coverage shall be reduced by all sums:

1. Paid or payable from or on behalf of persons or organizations who may be legally responsible. This includes all sums paid or payable under Part A; and
2. Paid or payable under any of the following or similar law:
 - a) workers' compensation law;
 - b) disability benefits law;
 - c) personal injury protection or no-fault coverage; or
 - d) medical expenses coverage.

F. Any payment made under this **Part C - Uninsured/Underinsured Motorist Coverage** - shall reduce the amount that person is entitled to receive for the same element of **loss** under **Part A - Liability Coverage** and **Part B -First Party Benefits Coverage** of this policy.

G. In no event shall an **insured** be entitled to receive duplicate payment for the same element of **loss**.

H. If an **uninsured motor vehicle** and an **underinsured motor vehicle** are jointly liable for damages, no person shall be entitled to recover damages under both Uninsured and Underinsured portions of the policy.

OTHER INSURANCE

If there is other applicable similar insurance available under more than one policy or provision of coverage:

1. The following priorities of recovery apply for Uninsured and Underinsured Motorist Coverage:

First : The Uninsured or Underinsured Motorist Coverage applicable to the vehicle the **insured** was **occupying** at the time of the **accident**.

Second : A policy affording Uninsured or Underinsured Motorist Coverage to the **insured** as a named insured or **family member**.

2. **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 limits applicable on the same level of priority.
3. If two or more policies have equal priority within the highest applicable level, the insurer against which the claim is first made shall process and pay the claim, up to its limit of liability, as if wholly responsible subject to subsequent contribution pro-rata from any other insurer for the damages paid and the costs of processing the claim.
4. For Unstacked Uninsured and Unstacked Underinsured Motorist Coverage the following provisions also apply:
 - a) When there is applicable insurance available under the First priority:
 - 1) The limit of liability applicable to the vehicle the **insured** was **occupying** under the policy in the First priority, shall first be exhausted; and
 - 2) The maximum recovery under all policies in the Second priority shall not exceed the amount by which the highest limit for any one vehicle under any one policy in the Second priority exceeds the limit applicable under the policy in the First priority.
 - b) When there is no applicable insurance available under the First priority, the maximum recovery under all policies in the Second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.

TRUST AGREEMENT

If **we** pay an **insured** for a **loss** under this coverage:

1. **We** are entitled to recover from the **insured** an amount equal to such payment if there is a legal settlement made on his behalf against any person or organization legally responsible for the **bodily injury** to the extent the **insured** is made whole.
2. The **insured** must hold in trust for **us** all rights which he has to recover money from any person

or organization legally responsible for **bodily injury**.

3. The **insured** must do everything proper to secure **our** rights of recovery and do nothing to prejudice these rights.
4. If **we** ask the **insured** in writing, the **insured** shall take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this recovery.
5. The **insured** must execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.

ARBITRATION

A. If **we** and an **insured** disagree:

1. whether the **insured** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
2. as to the amount the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**,

then either party may make a written demand for arbitration.

However, disputes concerning coverage may not be arbitrated.

B. If arbitration is selected, the following procedures shall apply:

1. Arbitration shall be conducted in accordance with the provisions of Subchapter A. Statutory Arbitration, Pennsylvania Uniform Arbitration Act of October 5, 1980, P.L.693, No. 142, 42 Pa.C.S. Sections 7301 - 7320.
2. The **insured** will select an arbitrator.
3. **We** will select an arbitrator.
4. The two arbitrators will select a third arbitrator.
5. If the two arbitrators cannot agree on a third arbitrator within 30 days, a judge of a court having jurisdiction will appoint the third arbitrator.

- C. In the event of arbitration, **we** will pay the arbitrator **we** select. The **insured** will pay the arbitrator he selects. **We** and the **insured** will pay the third arbitrator equally. All other expenses, including but not limited to attorney fees and witness fees, shall be paid by the party which incurs the expense.
- D. In the event of arbitration, the arbitration will take place in the county where the **insured** lives at the

time of the **accident**. Local court rules of procedure and evidence shall apply. The decision agreed to by two of the arbitrators shall be binding on **us** and the **insured**, subject to the terms of the policy.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

If **you** pay a premium for this coverage, **we** will pay for direct and accidental **loss** to **your covered auto** including its equipment attached thereto.

We will pay for **loss** to **your covered auto** caused by:

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

Our payment will be reduced by any deductible shown in the Declarations.

"**Collision**" means the upset of **your covered auto** or its impact with another vehicle or object.

Loss caused by the following is considered **Other than Collision**:

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

"**Your covered auto**" as used in this part means:

1. Any **auto** or **trailer** shown in the Declarations.
2. Any **auto** having a Gross Vehicle Weight as specified by the manufacturer of less than 10,000 pounds on the date **you** become the owner, but only if **you** have asked **us** to insure it as set forth below:
 - a) If the **auto you** acquire replaces an **auto** shown in the Declarations, it will have the same coverage as the **auto** it replaces, but only if **you** have asked **us** to insure it within 30 days after **you** become the owner.
 - b) If the **auto you** acquire is in addition to any **auto** shown in the Declarations, it will have the broadest coverage **we** now provide for any **auto** shown in the Declarations, if **you**:

(1) acquire the **auto** during the policy period; and

(2) ask **us** to insure it within 30 days after **you** become the owner.

If **you** do not notify **us** within the time limits noted above, no coverage exists under this part.

3. Any **auto** not owned by **you** while used on a temporary basis as a substitute for any other **auto** described in this definition which is out of normal use because of its:
 - a) breakdown;
 - b) repair;
 - c) servicing
 - d) loss; or
 - e) destruction.
4. Any **auto** rented by **you** for 60 days or less and being operated by **you** or any **family member** at the time of **loss**.

"**Customized equipment and parts**" means equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance or performance of an **auto**. 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, which are permanently installed in **your covered auto** using bolts, brackets or slide-out brackets.

TOWING AND STORAGE CHARGES

In addition, after an **auto accident** for which this coverage is provided, **we** will pay reasonable towing and storage charges **you** or any **family member** are legally responsible for in transporting and storing **your covered auto**.

TRANSPORTATION EXPENSES

In addition, **we** will pay, without application of a deductible, up to \$20 per day, to a maximum of \$600 for transportation expenses incurred by **you** in the event of the total theft of **your covered auto**. This applies only if the Declarations indicate that **Other than Collision** Coverage is provided for that **auto**.

We will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when **your covered auto** is returned to use or **we** offer to pay or do pay for its **loss**.

However, if **you** purchase Rental Reimbursement Coverage with the same or higher limits of coverage than this section provides, then the provisions and limits of the Rental Reimbursement Coverage shall apply to the total theft of **your covered auto**.

Rental Reimbursement Coverage cannot be combined or stacked for any **loss** with the Transportation Expenses Coverage provided under this section.

EXCLUSIONS

We will not pay for:

1. **Loss to your covered auto** which occurs while it is being used to carry persons or property for compensation or a fee. This exclusion does not apply to a share-the-expense car pool.
2. **Loss to your covered auto** which occurs while it is being used for wholesale or retail delivery, including, but not limited to, delivery of magazines, newspapers, food, pizza, or any other product.
3. Damage due and confined to:
 - a) wear and tear;
 - b) freezing;
 - c) mechanical or electrical breakdown or failure; or
 - d) road damage to tires.

This exclusion does not apply if the damage results from the total theft of **your covered auto**.

4. **Loss** due to or as a consequence of:
 - a) radioactive contamination;
 - b) war (declared or undeclared);
 - c) civil war;
 - d) insurrection; or
 - e) rebellion or revolution.
5. **Loss** to a **trailer** which is not shown in the Declarations.
6. **Loss** to **your covered auto** due to forfeiture ordered by the courts or destruction or confiscation by governmental or civil authorities. This exclusion does not apply to the interests of Loss Payees in **your covered auto**.
7. **Loss** to **your covered auto** while employed or otherwise engaged in the **business** of:
 - a) selling;
 - b) repairing;
 - c) servicing;
 - d) storing;
 - e) parking;
 - f) road testing;
 - g) delivering; or
 - h) leasingvehicles designed for use mainly on public highways.

However, coverage does apply to **you** or a **family member** when using **your covered auto**.

8. **Loss** to **your covered auto** while maintained or used by any person employed or otherwise engaged in any **business** not described in Exclusion 7. If a **business** use surcharge is noted in the Declarations for an **auto** shown in

the Declarations, this exclusion does not apply to the ownership, maintenance or use of that **auto** by:

- a) **you**; or
 - b) any family member.
9. **Loss** to **your covered auto** while **you** or any **family member** or anyone driving with express or implied permission from **you** or any **family member**:
 - a) is using **your covered auto** in any unlawful activity (other than a traffic violation); or
 - b) using or operating **your covered auto** to flee any law enforcement agent;
And such person is a willing participant in such activity listed in a) and b) above.
 10. **Loss** to **your covered auto** which occurs while being operated in, or while in practice or preparation for any race, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.
 11. **Loss** due to theft, conversion, secretion or fraudulent disposal of covered property by **you** or any **family member**.
 12. **Loss** due to and resulting from intentional acts committed by **you** or any **family member**.
 13. **Loss** to **your covered auto** for diminution in value.
 14. **Loss** to equipment designed or used for the detection of radar.
 15. **Loss** to wearing apparel, tools or personal effects.
 16. **Loss** to tapes, records, compact discs, or other media, or any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.

LIMIT OF LIABILITY

- A. **Our** limit of liability for **loss** will be the lesser of the:
 1. **Actual cash value** of the stolen or damaged property;
 2. Amount necessary to repair or replace the property with other property of like kind and quality less deduction for any applicable **depreciation**; or
 3. Stated amount shown in the Declarations, if applicable.
- B.
 1. An adjustment for **depreciation** and physical condition will be made in determining **actual cash value** in the event of a total loss.
 2. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.

- C. Further, if there is a stated amount **you** declared on the application or endorsement for a specific **auto** listed and shown in the Declarations, that stated amount will be the total Limit of Liability applicable for **loss** to that **auto**, including its **customized equipment and parts**.
- D. In the repair of **your covered auto** under the physical damage coverage provisions of this policy, **we** may specify the use of automobile 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.
- E. **Customized equipment and parts** - unless **you** pay a premium for Additional Equipment Coverage, and it is shown on the Declarations page or on the applicable schedule, the limit of liability for **loss** to **customized equipment and parts** is the lesser of:
1. the **actual cash value** of such **customized equipment and parts**, reduced by the applicable deductible and its salvage value if **you** or the owner retain the salvage;
 2. the amount necessary to repair or replace such **customized equipment and parts**, reduced by the applicable deductible; or
 3. \$1,000.
- However, if the **actual cash value** of **your covered auto** without the **customized equipment and parts** is less than \$1,000, the most **we** will pay is the **actual cash value** of **your covered auto** unless Additional Equipment Coverage has been purchased.
- F. If Additional Equipment Coverage is noted in the Declarations or in the applicable schedule, the stated amount noted in the Declarations for each additional equipment listed will be the total limit of liability applicable for **loss** to each item listed subject to any aggregate limit noted for all such items.

Our payment for **loss** will be reduced by any applicable deductible shown in the Declarations for **Collision** and/or Other than Collision and/or Additional Equipment Coverage, if selected.

PROOF OF LOSS

When **we** request it, **you** must file a written proof of loss within 60 days from the date of **our** request or there will be no coverage for the **loss** claimed under Part D.

PAYMENT OF LOSS

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

1. **You**; or
2. The address shown on the Declarations of this policy.

If **we** return stolen property, **we** will pay for any direct physical damage to **your covered auto** or its equipment

resulting from the theft. **We** may keep all or part of the property at an agreed or appraised value. **You** do not have the right to abandon salvage to **us**.

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

If other insurance also covers the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any applicable deductible of this policy will be taken in a proportionate share based on the applicable deductibles of each policy. However, any insurance **we** provide for an **auto you** do not own shall be excess over any other insurance.

APPRAISAL

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

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

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

PART E - DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM

GENERAL DUTIES

We must be notified promptly of how, when and where the **accident** or **loss** happened. Notice should also include the names and addresses of any injured persons and of any witnesses. Failure to give notice as required herein may result in denial of coverage for an **accident** or **loss**. Failure to comply with any of the duties under this Part E may result in denial of coverage and relieve **us** of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims made against an **insured**.

A person seeking coverage must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit.
2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**.
3. Submit as often as **we** require:
 - a) to physical exams by physicians **we** select. **We** will pay for these exams.
 - b) to examinations under oath outside the presence of any person other than **your** attorney.

4. Authorize **us** to obtain:
 - a) medical reports; and
 - b) other pertinent records.
5. Submit a sworn statement as proof of loss as **we** require.

ADDITIONAL DUTIES FOR UNINSURED/UNDERINSURED MOTORISTS COVERAGE

In addition to the duties stated above, a person seeking Uninsured/Underinsured Motorists Coverage must also:

1. Notify the police as soon as possible of any **accident**.
2. Notify the police within 24 hours of an **accident** if a hit-and-run or unknown driver is involved.
3. Serve a copy of any legal action and all pleadings on **us** as required by law.

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

In addition to the duties stated above, a person seeking Coverage For Damage To Your Auto must also:

1. Notify the police within 24 hours after discovery of the **loss**, if **your covered auto** or any of its equipment is stolen or vandalized.
2. Take reasonable steps after **loss** to protect **your covered auto** and its equipment from further **loss**. **We** will pay reasonable expenses incurred to do this.
3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

The premium for each of **your covered autos** is based on information **we** have received from **you** or other sources. **You** agree:

1. That if any of this information material to the development of the policy premium is incorrect, incomplete or changed, **we** may adjust the premium accordingly during the policy period.
2. To cooperate with **us** in determining if this information is correct and complete, and to advise **us** of any changes.

Any adjustment of **your** premium will be made using **our** rules in effect at the time of the change. Premium adjustments may be made as a result of a change in:

1. **Autos** insured by the policy, including changes in use;
2. Drivers;
3. Coverages or coverage limits;

4. Rating territory; or
5. Eligibility for discounts or surcharges or other premium credits or debits.

We may revise **your** policy coverages to provide more protection without additional premium charge. If **we** do this and **you** have the coverage which is changed, **your** policy will automatically provide the additional coverage as of the date the revision is effective in Pennsylvania. Otherwise, this policy contains all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against **us** unless:

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

No person or organization has any right under this policy to bring legal action against **us** or to make **us** a party to any legal proceeding to determine the liability of the **insured**.

OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall:
 1. do whatever is necessary to enable **us** to exercise **our** rights; and
 2. do nothing after **loss** to prejudice them; and
 3. deliver to **us** any legal papers relating to that recovery.
- B. If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 1. Hold in trust for **us** the proceeds of the recovery; and
 2. Reimburse **us** to the extent of **our** payment.

POLICY PERIOD AND TERRITORY

This policy applies only to covered **losses** resulting from **auto accidents** or damage to **your covered auto** which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or

3. Canada.

This policy also applies to **loss** to, or **auto accidents** involving, **your covered auto** while being transported between their ports.

TERMINATION - CANCELLATION, NONRENEWAL, AUTOMATIC TERMINATION, OTHER TERMINATION PROVISIONS

- A. **Cancellation.** This policy may be cancelled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
 - a) returning this policy to **us**; or
 - b) giving **us** advance written notice of the date cancellation is to take effect.
 2. **We** may cancel by mailing to the named insured shown in the Declarations at the address shown in the Declarations:
 - a) at least 15 days notice:
 - 1) if cancellation is for nonpayment of premium; or
 - 2) for any reason if notice is mailed during the first 59 days this policy is in effect and this is not a renewal or continuation policy; or
 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel by mailing to the named insured shown in the Declarations at the address shown in the Declarations:
 - a) at least 15 days notice in the event of:
 - 1) non payment of premium; or
 - 2) if the named insured's driver's license or motor vehicle registration has been suspended or revoked.This must have occurred:
 - a) during the policy period; or
 - b) since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - b) at least 60 days notice in the event the insured concealed a material fact or made a material allegation contrary to fact, or has made a misrepresentation of a material fact and that concealment, allegation or misrepresentation was material to the acceptance of the risk by **us**.
- B. **Nonrenewal.** If **we** decide not to renew or continue this policy, **we** will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 60 days before the end of the policy period. If the policy period is greater than 1 year, **we** will have the right

not to renew or continue it only at each annual anniversary of its original effective date.

- C. **Automatic Termination.** If **we** offer to renew or continue **your** policy and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.
- If **you** obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that **auto** on the effective date of the other insurance.
- D. **Dishonored / Insufficient Checks or Credit Cards.** If **you** pay **your** initial premium check or credit card, the coverage offered by this Policy is conditioned on the check or credit card being honored by the bank when presented for payment. If the check or credit card is not honored, then **we** shall be deemed not to have accepted the check or credit card and this policy shall be void from inception.
- If **we** offer to renew the policy and **you** pay **your** renewal premium by check or credit card, the coverage offered by this renewal policy is conditioned on the check or credit card being honored by the bank when presented for payment. If the check or credit card is not honored, then **we** shall be deemed not to have accepted the check or credit card, and **you** shall be deemed not to have accepted **our** offer to renew, and this renewal shall be void from inception.
- E. **Other Termination Provisions.**
1. If the law in effect in **your** state at the time this policy is issued, renewed or continued:
 - a) requires a longer notice period;
 - b) requires a special form of or procedure for giving notice; or
 - c) modifies any of the stated termination reasons;**we** will comply with those requirements.
 2. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
 3. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. However, we shall retain a cancellation fee if this policy is cancelled at **your** request or if cancellation is for nonpayment of premium. The premium refund, if any, will be computed according to **our** manuals. Making or offering to make the refund is not a condition of cancellation.
 4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. **Your** rights and duties under this policy may not be assigned without **our** written consent. However, upon the death of the **named insured** shown in the Declarations, coverage will be provided until the end of the policy period for:
1. The surviving spouse, if a resident in the same household at the time of death.
 2. The legal representative of the deceased person while acting within the scope of duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.
- B. Coverage will only be provided until the end of the policy period or cancellation, whichever is less.

MISREPRESENTATION AND FRAUD

We do not provide coverage for **you** or any person who conceals or misrepresents any fact material to this insurance or who makes false statements or engages in fraudulent conduct relating to this insurance, either before or after a **loss**. Any material misrepresentation made in the application for this insurance may result in denial of coverage for an **accident** or **loss**.

We reserve all rights to indemnity against a person committing fraud or misrepresentation for all payments made or costs incurred.

TWO OR MORE AUTOS INSURED

With respect to any **accident** to which this and any other **auto** policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

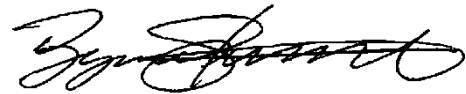
This condition does not apply to the following Coverage:

- 1) Stacked Uninsured Motorist (Bodily Injury); or
- 2) Stacked Underinsured Motorist (Bodily Injury).

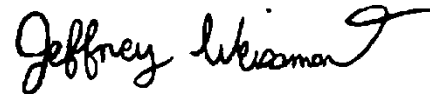
CONFORMITY TO STATE STATUTES

The coverages provided in Part A, Part B and Part C of this policy pertaining to Liability, First Party Benefits and Uninsured/Underinsured Motorists coverages are intended to be in full conformity with the Pennsylvania law applying to such coverages. If any provision of such coverages conflicts with such law, such provision is changed to comply with such law.

IN WITNESS WHEREOF, **we** have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Declarations Page by our duly authorized representative.



Byron W. Storms
President



Jeffrey Weissmann
Secretary

YOUR PERSONAL AUTO POLICY QUICK REFERENCE TO ENDORSEMENT SECTION

FORM NO.	DESCRIPTION	EDITION DATE	PAGE NO.
GE 401	Towing and Labor Costs Coverage	01/99	20
GE 402	Loss Payable Clause	01/99	20
6-125	Named Driver Exclusion Endorsement	09/98	20
GE 404	Rental Reimbursement Coverage	07/02	20
GE 405	Additional Insured - Lessor	01/99	21
B&S 1122-0	Extraordinary Medical Benefits Coverage	02/95	21
GE 407	Additional Equipment Coverage	01/99	22
GE 424	Loan/Lease Payoff Coverage	01/99	22
GE 425	Automobile Death Indemnity Coverage	01/99	23
GE 426	Automobile Disability Income Protection Coverage	01/99	24

ENDORSEMENT SECTION

NOTICE TO POLICYHOLDERS

We are here to serve you...

As **our** policyholder, **your** satisfaction is very important to **us**. If **you** have a question about **your** policy, if **you** need assistance with a problem, or if **you** have a claim, **you** should first contact **your** insurance agent or **us** at 1-800-468-3466. Should **you** have a valid claim, **we** fully expect to provide a fair settlement in a timely fashion.

**This Endorsement Applies
Only If Form Number FORM GE 401 (01/99)
Appears on the Declarations Page.**

TOWING AND LABOR COSTS COVERAGE

Coverage is provided under this endorsement only when noted on the Declarations of this policy. All the provisions of this policy, including all amendments thereto, apply to the coverage provided by this endorsement.

INSURING AGREEMENT

If **you** pay a premium for towing and labor costs coverage, **we** will pay up to the amount shown in the Declarations for towing and labor costs incurred each time **your covered auto** is disabled other than disablement due to a **loss** under **Collision** and Other than Collision Coverage, provided that:

- 1) The labor must be performed at the place of disablement; and
- 2) The disablement does not occur at **your** residence.

**This Endorsement Applies
Only If Form Number GE 402 (01/99)
Appears on the Declarations Page.**

LOSS PAYABLE CLAUSE

Loss or damage shall be paid, subject to all the terms of this policy, as interest may appear, to the named insured, the loss payee shown in the Declarations of this policy, both jointly, or separately, at **our** discretion.

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

However, **we** reserve the right to cancel or nonrenew the policy as permitted by policy terms and the cancellation or nonrenewal shall terminate this agreement as to the loss payee's interest. **We** will give written notice of cancellation or nonrenewal to the loss payee shown in the Declarations. Proof of mailing shall be sufficient proof of notice.

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

FORM 6-125 (9/98)

**THIS ENDORSEMENT DOES NOT APPLY UNLESS
THIS FORM NUMBER IS LISTED UNDER THE
FORMS SECTION ON THE DECLARATIONS PAGE.**

NAMED DRIVER EXCLUSION ENDORSEMENT

If **you** have asked **us** to exclude any person from coverage under this policy, then **we** will not provide coverage for any claim arising from an **accident** or **loss** involving **your covered auto** or **non-owned auto** that occurs while it is being operated by the excluded person.

THIS INCLUDES ANY CLAIM FOR DAMAGES MADE AGAINST **YOU** A **FAMILY MEMBER** OR ANY OTHER PERSON OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR AN **ACCIDENT** OR **LOSS** ARISING OUT OF THE OPERATION OF **YOUR COVERED AUTO** OR **NON-OWNED AUTO** BY THE EXCLUDED DRIVER.

However, this exclusion does not apply to the extent of the minimum First Party Benefits Coverage for medical expenses required by 74 Ps. C.S. Section 1711, et seq., as amended, if:

1. the driver's license of the excluded person has not been under suspension or revocation during the policy period; and
2. the excluded person does not have first party benefits coverage available under any other policy of insurance.

**This Endorsement Applies
Only If Form Number GE 404 (07/02)
Appears on the Declarations Page.**

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

RENTAL REIMBURSEMENT COVERAGE

Coverage is provided under this endorsement only when noted in the Declarations of this policy. All the provisions of this policy apply to the coverage provided by this endorsement except as modified herein.

We will reimburse **you** or, at **our** option, pay directly on **your** behalf, without application of a deductible, up to the amount shown in the Declarations for daily rental expenses incurred by **you** when **you** rent an **auto** from a commercially licensed rental agency approved by **us**. Daily rental expenses shall not include cost of any insurance related to the rental of the **auto**, cost of refueling the rental **auto** or mileage fees. **Our** payment will be limited to the lesser of that period of time reasonably required to repair **your covered auto** or, in the event of total loss, the date **we** offer to pay the **actual cash value** of **your covered auto**.

If no amount is shown in the Declarations 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" **auto** from a commercially licensed rental agency. Both the classification of the **auto** ("full size") and the commercially licensed rental

agency must be approved by **us** prior to **your** rental of the **auto**. Daily rental expenses shall not include cost of insurance related to the rental of the **auto**, cost of refueling the rental **auto** 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 auto** or, in the event of total loss, the date **we** offer to pay the **actual cash value** of **your covered auto**.

This endorsement applies only if:

1. **Your covered auto** is withdrawn from use for more than 24 hours; and
2. The **loss** is caused by **Collision** or **Other Than Collision** as defined under PART D-COVERAGE FOR DAMAGE TO YOUR AUTO of this policy.

If **you** purchase Rental Reimbursement Coverage with a limit of coverage lower than that provided in PART D-COVERAGE FOR DAMAGE TO YOUR AUTO, Transportation Expenses, and the **loss** involves the total theft of **your covered auto**, then the Transportation Expenses limits and provisions shall apply.

The coverage provided by this endorsement cannot be combined or stacked with the Transportation Expenses provided under PART D-COVERAGE FOR DAMAGE TO YOUR AUTO of this policy.

**This Endorsement Applies
Only If Form Number GE 405 (01/99)
Appears on the Declarations Page.**

ADDITIONAL INSURED - LESSOR

All provisions and exclusions that apply to this policy shall also apply to this endorsement except as changed by this endorsement.

INSURING AGREEMENT

Any coverages afforded under PART A and PART D of this policy for **your covered auto** shall also apply to the lessor named in the Declarations of this policy as an additional **insured**.

This insurance is subject to the following additional provisions:

1. **We** will pay **damages**, except punitive or exemplary damages, for which the lessor becomes legally responsible only if said damages arise out of acts or omissions of:
 - a) You or any family member, or
 - b) Any other person using, maintaining or operating **your covered auto** with the named insured's permission and within the scope of such except the lessor or any employee or agent of the lessor using **your covered auto**.
2. If **we** cancel or nonrenew this policy, notice provided under this policy will also be mailed to the lessor. Proof of mailing shall be sufficient proof of notice.
3. The lessor is not responsible for payment of premiums.

4. The designation of the lessor as an additional **insured** shall not operate to increase **our** limits of liability under this policy.

**This Endorsement Applies
Only If Form Number B&S 1122-0 (2/95)
Appears on the Declarations Page.**

EXTRAORDINARY MEDICAL BENEFITS COVERAGE

THIS ENDORSEMENT PROVIDES COVERAGE ONLY FOR MEDICAL EXPENSES AND ONLY IF EXTRAORDINARY MEDICAL BENEFITS APPEAR IN THE DECLARATIONS.

WARNING

YOU SHOULD BE AWARE THAT EXTRA-ORDINARY MEDICAL BENEFITS COVERAGE DOES NOT APPLY TO THE FIRST \$100,000 OF MEDICAL EXPENSES INCURRED BY ANY INSURED. YOU CAN AVOID HAVING TO PAY SOME OF YOUR OWN MEDICAL BILLS BY PURCHASING ADDED FIRST PARTY BENEFITS COVERAGE WITH A MEDICAL EXPENSE BENEFIT LIMIT OF \$100,000.

This endorsement is subject to all of the provisions of the policy section entitled PART B - FIRST PARTY BENEFITS COVERAGE except as modified herein:

INSURING AGREEMENT

Regardless of which First Party Benefit Option **you** have purchased for First Party Benefits Coverage, if Extraordinary Medical Benefits appear in the Declarations, the following provision applies:

We will pay benefits for **medical expenses** in accordance with **the act** to or for an **insured** who sustains **bodily injury** caused by an **accident** arising out of the maintenance or use of an **auto** subject to the terms of this endorsement. Regardless of whether **you** have purchased Basic First Party - Limited Tort, Basic First Party - Full Tort, Added First Party Benefits, or Combination First Party Benefits under this policy, **we** will pay Extraordinary Medical Benefits Coverage only after \$100,000 of **medical expenses** resulting from any one **accident** has been incurred by the **insured** seeking Extraordinary Medical Benefits.

EXCLUSIONS

The exclusions in the policy section entitled FIRST PARTY BENEFITS COVERAGE apply to this endorsement. The following exclusion is added, and applies only to this coverage:

We will not provide benefits for **bodily injury** under this endorsement for the first \$100,000 of **medical expenses** incurred by an **insured** as a result of any **accident**.

LIMIT OF LIABILITY

Regardless of whether **you** have purchased Basic First Party - Limited Tort, Basic First Party - Full Tort, Added First Party Benefits, or Combination First Party Benefits under this policy, the limit of liability provision in the policy section entitled FIRST PARTY BENEFITS

COVERAGE is deleted for this endorsement and replaced by the following, to apply only to this coverage:

1. The limit of liability shown in the Declarations for Extraordinary Medical Benefits Coverage is the most **we** will pay to or for each **insured** as the result of any one **accident**, regardless of the number of:
 - a. Claims made;
 - b. Vehicles or premiums shown in the Declarations;
 - c. Vehicles involved in the **accident**; or
 - d. Insurers providing extraordinary medical benefits.
 - e. Insureds.

Extraordinary medical benefits are subject to an annual limit of \$50,000 for each **insured**. However, this limit does not apply to medical expenses incurred within 18 months from the date the **insured** incurs \$100,000 of medical expenses as a result of the **accident**.

2. Any amounts payable under this endorsement shall be excess over any amounts available to an **insured** for **medical expenses** under Basic First Party - Limited Tort, Basic First Party - Full Tort, Added First Party benefits, or Combination First Party Benefits coverage.
3. Any amount payable under Extraordinary Medical Benefits Coverage shall be excess over any amount paid, payable or required to be provided under any workers' compensation law or similar law.
4. If an **insured** is eligible for benefits under both this coverage and the Catastrophic Loss Trust Fund, the total recovery under Extraordinary Medical Benefits Coverage and the Catastrophic Loss Trust Fund combined shall not exceed \$1,000,000. In no event will the amount payable under Extraordinary Medical Benefits Coverage exceed the limit of liability shown in the Declarations.

CONDITIONS

The Conditions Section in the policy section entitled FIRST PARTY BENEFITS COVERAGE applies to this endorsement. The following paragraphs are added and apply only to this coverage:

A person seeking Extraordinary Medical Benefits Coverage must also submit proof, when required by **us**, that at least \$100,000 in **medical expenses** has been incurred by an **insured** seeking coverage under this endorsement as a result of any one **accident**.

Structured Settlements. Where it appears that payment of benefits for **medical expenses** in the form of a structured settlement will be both cost-effective to **us** and in the best interest of an **insured**, **we** and any **insured** may make an agreement which is mutually satisfactory as respects timing and amounts of payments under Extraordinary Medical Benefits Coverage. This may include annuities or other long-term payment arrangements.

**This Endorsement Applies
Only If Form Number GE 407 (01/99)
Appears on the Declarations Page.**

ADDITIONAL EQUIPMENT COVERAGE

Coverage is provided under this endorsement only on those insured **autos** for which **Collision** and Other Than Collision coverage is noted in the Declarations and only on additional equipment permanently installed in **your covered auto** which is specifically listed on the application.

All provisions of this policy apply to the coverage provided by this endorsement except as modified herein.

The provisions and exclusions that apply to **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** - also apply to this endorsement except as changed by this endorsement.

The **INSURING AGREEMENT** in **PART D** of this policy is replaced by the following:

INSURING AGREEMENT

We will pay for direct and accidental **loss to your covered auto** including its **Customized Equipment and Parts** attached hereto. In addition, **we** will pay for direct and accidental **loss to Customized Equipment and Parts** permanently installed in **your covered auto** which is specifically listed on the application or applicable schedule and for which a specific premium is noted and paid.

Our limit of liability for **loss** under this endorsement to **Customized Equipment and Parts** specifically listed in the applicable schedule will be the lesser of:

1. the **actual cash value** of the stolen or damaged **Customized Equipment and Parts** at the time of **loss**;
2. the amount shown as the declared value of the **Customized Equipment and Parts** in the applicable schedule; or
3. the amount necessary to repair or replace the property with other of like kind and quality, with a deduction for **depreciation**.

Our payment for **loss** will be reduced by the deductible shown in the Declarations.

**This Endorsement Applies
Only If Form Number GE 424 (01/99)
Appears on the Declarations Page**

LOAN/LEASE PAYOFF COVERAGE

Coverage is provided under this endorsement only when noted in the Declarations of the policy. All provisions of this policy including all amendments thereto apply to the coverage provided by this endorsement.

This endorsement only applies to **autos you** own or lease and which are specifically listed as having this coverage on the Declarations page.

If **you** pay a premium for Loan/Lease Payoff Coverage on an **auto you** own or lease and which is specifically

listed and noted on the Declarations page and such **auto** sustains a total loss, **we** will pay, in addition to any amounts otherwise payable under PART D - COVERAGE FOR DAMAGE TO YOUR AUTO, the difference between:

1. the **actual cash value** of the **auto** at the time of the total loss reduced by the applicable deductible and by its salvage value if **you** retain the salvage; and
2. any greater amount **you** are legally obligated to pay under a written loan or lease agreement to which the **auto** is subject at the time of the total loss, reduced by any:
 - a. unpaid finance charges or refunds due **you** for such charges;
 - b. excess mileage charges or charges for wear and tear;
 - c. charges for extended warranties or refunds due **you** for extended warranties;
 - d. charges for credit insurance or refunds due **you** for credit insurance;
 - e. past due payments and charges for past due payments;
 - f. collection or repossession expenses; and
 - g. by its salvage value if **you** retain the salvage.

However, **our** payment shall not exceed twenty-five percent (25%) of the **actual cash value** of the **auto** at the time of the total loss.

LOAN/LEASE PAYOFF COVERAGE APPLIES ONLY WHILE THE **AUTO** IS COVERED FOR BOTH **COLLISION** AND OTHER THAN COLLISION COVERAGE.

**This Endorsement Applies
Only If Form Number GE 425 (01/99)
Appears on the Declarations Page.**

AUTOMOBILE DEATH INDEMNITY COVERAGE

Coverage is provided under this endorsement only when noted in the Declarations of this policy. All provisions of this policy

including all amendments thereto apply to the coverage provided by this endorsement.

Who is Insured

For purposes of this endorsement, **Insured** means:

1. **you**; or
2. any family member.

Insuring Agreement

We will pay the benefit shown on the Declarations page if an **insured** dies as a direct result of **bodily injury** caused in an **auto accident**. The **bodily injury** must be sustained while the **insured** is in, on, getting into or out of, or when struck as a pedestrian by an **auto, trailer** or semi-trailer.

Exclusions

This coverage does not apply to death:

1. sustained in the course of an occupation by any person while:
 - a. operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial **auto**, or an **auto** hired or rented to others for a charge.
 - b. repairing or servicing **autos**, including any related duties.
2. due to suicide committed while sane or insane.
3. due to any act of war, insurrection, rebellion, or revolution.
4. sustained while in, on, getting into or out of, or when struck as a pedestrian by:
 - a. a vehicle operated on rails or crawler-treads;
 - b. a vehicle or other equipment designed for use off public roads, while not on public roads; or
 - c. a vehicle when used as a residence or premises.

Payments Of Benefits; Autopsy

The benefit is payable to the deceased **insured's** spouse. The spouse must be a resident of the same household as the **insured** at the time of the **accident**. However, if the deceased is a minor, the benefit is payable to either parent. That parent must be a resident of the same household as the minor at the time of the **accident**. In all other cases, the benefit is payable to the deceased **insured's** estate.

We have the right and must be given the opportunity to have an autopsy conducted where it is not prohibited by law.

Consent Of Beneficiary

The beneficiary's consent is not required for cancellation, assignment, change of beneficiary, or any other change under this coverage.

Proof Of Claim; Medical Reports

As soon as possible, **we** must be given written proof of claim. It must include all details **we** may need to determine if benefits are payable.

We must be given authorization to obtain medical reports and copies of records.

**This Endorsement Applies
Only If Form Number GE 426 (01/99)
Appears on the Declarations Page.**

**AUTOMOBILE DISABILITY INCOME PROTECTION
COVERAGE**

Coverage is provided under this endorsement only when noted in the Declarations of this policy. All provisions of this policy including all amendments thereto apply to the coverage provided by this endorsement.

Who is Insured

For purpose of this endorsement, **insured** means:

1. **you**; or
2. any family member.

Insuring Agreement

We will pay the weekly benefit shown on the Declarations page if an **insured** sustains continuous total disability as a direct result of **bodily injury** caused by an **auto accident**. The **bodily injury** must be sustained while in, on, getting into or out of, or when struck as a pedestrian by an **auto, trailer, or semi-trailer**.

Benefits will be paid only while the **insured** is alive and only if the disability:

1. commences within 20 days of the date of the **accident**; and
2. during the first year after commencement, continuously prevents the **insured** from performing all duties pertaining to that person's occupation; and
3. during the second and subsequent years after commencement, continuously prevents the **insured** from engaging in any occupation or employment for wage or profit.

Exclusions

This coverage does not apply to disability:

1. sustained in the course of an occupation by any person while:
 - a. operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial **auto**, or an **auto** hired or rented to others for a charge.
 - b. repairing or servicing **autos**, including any related duties.
2. due to suicide committed while sane or insane.
3. due to any act of war, insurrection, rebellion, or revolution.
4. sustained while in, on, getting into or out of, or when struck as a pedestrian by:
 - a. a vehicle operated on rails or crawler-treads;
 - b. a vehicle or other equipment designed for use off public roads, while not on public roads; or
 - c. a vehicle when used as a residence or premises

To Whom and When Payment is Made

Weekly benefits are payable to the disabled **insured**. Accrued weekly benefits are payable every four weeks. Any remaining balance is payable at termination of the disability period. Benefits end upon the death of the **insured**.

Proof of Claims; Medical Reports

As soon as possible, any person making claim must give **us** written proof of claim.

The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and copies of records.