SERFF Tracking #: NWPP-128975620 State Tracking #:

Company Tracking #: 002-26-APF-13-059

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto **Project Name/Number:** AMCO Forms Filing/

Filing at a Glance

Company: AMCO Insurance Company

Product Name: Personal Auto

State: Missouri

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Filing Type: Form

Date Submitted: 04/12/2013

SERFF Tr Num: NWPP-128975620 SERFF Status: Closed-REVIEWED

State Tr Num:

State Status: REVIEWED

Co Tr Num: 002-26-APF-13-059

Effective Date 08/01/2013

Requested (New):

Effective Date 09/01/2013

Requested (Renewal):

Author(s): John Reutter

Reviewer(s): Gina Clark (primary)

Disposition Date: 05/03/2013
Disposition Status: REVIEWED
Effective Date (New): 08/01/2013
Effective Date (Renewal): 09/01/2013

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto **Project Name/Number:** AMCO Forms Filing/

General Information

Project Name: AMCO Forms Filing Status of Filing in Domicile: Pending

Project Number: Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 05/03/2013

State Status Changed: 05/03/2013 Deemer Date:

Created By: John Reutter Submitted By: John Reutter

Corresponding Filing Tracking Number:

State TOI: 19.0 Personal Auto State Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Filing Description:

At this time, we would like to place on file the following forms contained within this filing for AMCO Insurance Company. These had previously been filed and approved for Allied Property and Casualty Insurance Company NAIC: 140-42579.

We request your approval to implement this filing effective on or after August 1, 2013 for New Business and September 1, 2013 Renewal Business. Please let me know if I can provide any additional information or clarification regarding approval of this filing. I will respond promptly.

Company and Contact

Filing Contact Information

John Reutter, Sr. Compliance Analyst reuttej@nationwide.com 1100 Locust Street 515-508-5388 [Phone] DM01-0201 515-508-4665 [FAX]

Des Moines, IA 50391-0201

Filing Company Information

AMCO Insurance Company CoCode: 19100 State of Domicile: Iowa

1100 Locust Street Group Code: 140 Company Type: Property and

Des Moines, IA 50391 Group Name: Casualty

(515) 508-4382 ext. [Phone] FEIN Number: 42-6054959 State ID Number:

Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

State Specific

NAIC Number: 19100

Have you reviewed the General Instructions document? (yes/no)(General Instructions updated 9/14/07): Yes

If this is a rate filing, was rate data added on the rate/rule schedule? (yes/no): NO

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
REVIEWED	Gina Clark	05/03/2013	05/03/2013

Objection Letters and Response Letters

Objection Letters Response Letters

Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
PENDING	Gina Clark	04/25/2013	04/25/2013	John Reutter	04/30/2013	04/30/2013
INDUSTRY						
RESPONSE						

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Mock up of new Uninsured Motorist form	John Reutter	05/02/2013	05/02/2013
Form	AUTO LOAN/LEASE COVERAGE	John Reutter	04/24/2013	04/25/2013
Form	AUTOMOBILE INSURANCE GUARANTEE	John Reutter	04/24/2013	04/25/2013
Form	NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT	John Reutter	04/24/2013	04/25/2013
Supporting	Forms Withdrawal Letter	John Reutter	04/25/2013	04/25/2013
Document				

Filing Notes

i iiiig itotoo				
Subject	Note Type	Created By	Created On	Date Submitted
RE:	Note To Filer	Gina Clark	04/25/2013	04/25/2013
Withdrawn forms	Note To Reviewer	John Reutter	04/25/2013	04/25/2013

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Disposition

Disposition Date: 05/03/2013 Effective Date (New): 08/01/2013 Effective Date (Renewal): 09/01/2013

Status: REVIEWED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access	
Supporting Document	Filing Memorandum	REVIEWED	Yes	
Supporting Document	Forms Withdrawal Letter	REVIEWED	Yes	
Supporting Document	Objection Letter Response	REVIEWED	Yes	
Supporting Document	Mock up of new Uninsured Motorist form	REVIEWED	Yes	
Form	PERSONAL AUTO CONTRACT	REVIEWED	Yes	
Form	ALLIED EXTRA	REVIEWED	Yes	
Form	SPECIAL PHYSICAL DAMAGE COVERAGE	REVIEWED	Yes	
Form	AMENDMENT OF POLICY PROVISIONS - MISSOURI	REVIEWED	Yes	
Form	LOSS PAYABLE CLAUSE	REVIEWED	Yes	
Form	EXTENDED NON-OWNED COVERAGE	REVIEWED	Yes	
Form	COVERAGE FOR DAMAGE TO YOUR AUTO	REVIEWED	Yes	
Form	SINGLE LIABILITY LIMIT	REVIEWED	Yes	
Form	UNDERINSURED MOTORISTS COVERAGE - MISSOURI	REVIEWED	Yes	
Form ADDITIONAL CUSTOM PARTS AND ELECTRON EQUIPMENT -		REVIEWED	Yes	
Form	LEGAL RESPONSIBILITY	REVIEWED	Yes	

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	NAMED NON-OWNER	REVIEWED	Yes
Form (revised)	AUTO LOAN/LEASE COVERAGE	REVIEWED	Yes
Form	AUTO LOAN/LEASE COVERAGE	SUPERSEDED	Yes
Form	NAMED DRIVER EXCLUSION AGREEMENT ENDORSEMENT	REVIEWED	Yes
Form	SINGLE UNDERINSURED MOTORISTS LIMIT	REVIEWED	Yes
Form	SINGLE UNINSURED MOTORISTS LIMIT ENDORSEMENT	REVIEWED	Yes
Form (revised)	UNINSURED MOTORISTS ENDORSEMENT	REVIEWED	Yes
Form	UNINSURED MOTORISTS ENDORSEMENT	SUPERSEDED	Yes
Form	IDENTITY THEFT ENDORSEMENT	REVIEWED	Yes
Form (revised)	AUTOMOBILE INSURANCE GUARANTEE	REVIEWED	Yes
Form	AUTOMOBILE INSURANCE GUARANTEE	SUPERSEDED	Yes
Form	ROADSIDE ASSISTANCE COVERAGE ENDORSEMENT	REVIEWED	Yes
Form	TOTAL LOSS DEDUCTIBLE WAIVER ENDORSEMENT	REVIEWED	Yes
Form	Vanishing Deductible	REVIEWED	Yes
Form	RENTAL REIMBURSEMENT/TRANSPORTATION EXPENSES - REN	REVIEWED	Yes
Form (revised)	NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT		
Form	NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT	SUPERSEDED	Yes
Form	NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT	REVIEWED	Yes

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	GAP COVERAGE ENDORSEMENT	REVIEWED	Yes
Form	Policy Application	REVIEWED	Yes
Form	PERSONAL AUTO APPLICATION - INFORMATION	REVIEWED	Yes
Form	Notice of Cancellation	REVIEWED	Yes
Form	Notice of Cancellation	REVIEWED	Yes
Form	Notice of Cancellation	REVIEWED	Yes
Form	Notice of Nonrenewals	REVIEWED	Yes
Form	Notice of Nonrenewals	REVIEWED	Yes
Form	Notice of Nonrenewals	REVIEWED	Yes
Form	NRCA Letter	REVIEWED	Yes

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto **Project Name/Number:** AMCO Forms Filing/

Objection Letter

Objection Letter Status PENDING INDUSTRY RESPONSE

Objection Letter Date 04/25/2013
Submitted Date 04/25/2013
Respond By Date 05/09/2013

Dear John Reutter,

Introduction:

Thank you for the filing recently submitted to this Department. Upon preliminary review, the following issues raised concerns and need clarification:

Objection 1

- UNINSURED MOTORISTS ENDORSEMENT, AA1407, 08-08 (Form)

Comments: There are references to UM coverage applying because of bodily injury "casued by an accident", and i do not see where "accident" is being definied. Technically, the incident does not have to be an accidental situation. This accident requirement clause would be void as it is against the public policy in Missouri in regards to the amount of coverage mandated by Missouri's Uninsured Motorist statute. See: "Thornburg v. Farmers Ins. Co., 859 S.W. 2d 847. As explained by the court in Thornburg V. Farmers Ins. Co.,; "It is true that an uninsured motorist claim will in nearly every instance have been an accident, at least from the standpoint of the insured. But it is not a scheme of the statute to make proof of "accident" a necessary part of the plaintiff's case, nor to make the absence of "accident" an affirmative definese against his cliam." Pursuant to the case law discussed above and the plain language of section 379.203m RSMo, pleasae remove the "caused by an accident" provision, or reword it. As a suggestion, you could also define "accident" to include continuous or repeated exposure to the same conditions resulting from "bodily injuyry" or "property damage"

Objection 2

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

This provion is void as against the public policy in Missouri. See: "Otto v. Farmers Ins. Co., 558 S.W.2d 713. Please review POINT THREE of the court's opinion (page 719). There the court disucssed the fact that a "judgment prohibition" (a provision stating that UM coverage does not apply to damages resulting from an action brought without the insurer's consent) is invalid in Missouri. As a suggestion, worlding could be added to specify this will only apply "to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibilty law of Missouri."

Objection 3

Comments: Applies to: "If that "insured" or the legal representative settles the "bodily injury" claim without our consent." such provisions cannot apply to settlements with tortfeasors other than the uninsured motorist, as it would restrict the amount of coverage mandated by Missouri's Uninusred Motorist statute. See: Lebs v. State Farms Mut. Auto. Ins. Co., 568 S. W. 2d 592. As a suggestion, worlding could be added to specify this will only apply "to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri."

Conclusion:

Please respond to the above concerns within two weeks as this filing is time sensitive, or let me know by then if more time is necessary. Thank you.

Sincerely,

Gina Clark

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto
Project Name/Number: AMCO Forms Filing/

Response Letter

Response Letter Status Submitted to State

Response Letter Date 04/30/2013 Submitted Date 04/30/2013

Dear Gina Clark,

Introduction:

I am responding to your April 25, 2013 Objection letter.

Response 1

Comments:

I have attached a new Uninsured Motorist Endorsement AA1407 (08-13),

Related Objection 1

Applies To:

- UNINSURED MOTORISTS ENDORSEMENT, AA1407, 08-08 (Form)

Comments: There are references to UM coverage applying because of bodily injury "casued by an accident", and i do not see where "accident" is being definied. Technically, the incident does not have to be an accidental situation. This accident requirement clause would be void as it is against the public policy in Missouri in regards to the amount of coverage mandated by Missouri's Uninsured Motorist statute. See: "Thornburg v. Farmers Ins. Co., 859 S.W. 2d 847. As explained by the court in Thornburg V. Farmers Ins. Co.,; "It is true that an uninsured motorist claim will in nearly every instance have been an accident, at least from the standpoint of the insured. But it is not a scheme of the statute to make proof of "accident" a necessary part of the plaintiff's case, nor to make the absence of "accident" an affirmative definese against his cliam." Pursuant to the case law discussed above and the plain language of section 379.203m RSMo, pleasae remove the "caused by an accident" provision, or reword it. As a suggestion, you could also define "accident" to include continuous or repeated exposure to the same conditions resulting from "bodily injuyry" or "property damage"

Supporting Document Schedule Item Changes			
Satisfied - Item:	- Item: Objection Letter Response		
Comments:	Attached is the Objection Letter response.		
Attachment(s):	Objection letter response - MO Auto AMCO New Company.pdf		

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	UNINSURED MOTORISTS ENDORSEMEN T	AA1407	08-13	END	New			AA1407-0813- 00.pdf	Date Submitted 04/30/2013 By: John Reutter
<i>Previous</i> I	Version								
1	UNINSURED MOTORISTS ENDORSEMEN T	AA1407	08-08	END	New			AA1407-0808- 00.pdf	Date Submitted 04/12/2013 By: John Reutter

No Rate/Rule Schedule items changed.

Response 2

Comments:

I have attached a new Uninsured Motorist Endorsement AA1407 (08-13),

Related Objection 2

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

This provion is void as against the public policy in Missouri. See: "Otto v. Farmers Ins. Co., 558 S.W.2d 713. Please review POINT THREE of the court's opinion (page 719). There the court disucssed the fact that a "judgment prohibition" (a provision stating that UM coverage does not apply to damages resulting from an action brought without the insurer's consent) is invalid in Missouri. As a suggestion, woridng could be added to specify this will only apply "to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibilty law of Missouri."

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Supporting Document Schedule Item Changes				
Satisfied - Item:	Objection Letter Response			
Comments:	Attached is the Objection Letter response.			
Attachment(s):	Objection letter response - MO Auto AMCO New Company.pdf			

Form Sch	nedule Item Change	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	UNINSURED MOTORISTS ENDORSEMEN T	AA1407	08-13	END	New			AA1407-0813- 00.pdf	Date Submitted: 04/30/2013 By: John Reutter
Previous V	/ersion								
1	UNINSURED MOTORISTS ENDORSEMEN T	AA1407	08-08	END	New			AA1407-0808- 00.pdf	Date Submitted: 04/12/2013 By: John Reutter

No Rate/Rule Schedule items changed.

Response 3

Comments:

I have attached a new Uninsured Motorist Endorsement AA1407 (08-13),

Related Objection 3

Comments: Applies to: "If that "insured" or the legal representative settles the "bodily injury" claim without our consent." such provisions cannot apply to settlements with tortfeasors other than the uninsured motorist, as it would restrict the amount of coverage mandated by Missouri's Uninusred Motorist statute. See: Lebs v. State Farms Mut. Auto. Ins. Co., 568 S. W. 2d 592. As a suggestion, woriding could be added to specify this will only apply "to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri."

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Supporting Document Schedule Item Changes				
Satisfied - Item:	Objection Letter Response			
Comments:	Attached is the Objection Letter response.			
Attachment(s):	Objection letter response - MO Auto AMCO New Company.pdf			

Form Sch	nedule Item Changes	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	UNINSURED MOTORISTS ENDORSEMEN T	AA1407	08-13	END	New			AA1407-0813- 00.pdf	Date Submitted: 04/30/2013 By: John Reutter
Previous V	/ersion								
1	UNINSURED MOTORISTS ENDORSEMEN T	AA1407	08-08	END	New			AA1407-0808- 00.pdf	Date Submitted: 04/12/2013 By: John Reutter

No Rate/Rule Schedule items changed.

Conclusion:

Please let me know if you have additional questions.

Sincerely,

John Reutter

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Amendment Letter

Submitted Date: 05/02/2013

Comments:

A mock up of the revised AA1407, Uninsured Motorist coverage has been attached in supporting documentation.

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes							
Satisfied - Item:	Mock up of new Uninsured Motorist form						
Comments:	Attached is a mock up of the new Uninsured Motorist form AA1407 (08-13). The new form is based upon AA1407 (08-08).						
Attachment(s):	AA1407-0813-00 Mock up v3.pdf						

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Amendment Letter

Submitted Date: 04/25/2013

Comments:

We are withdrawing 3 forms that had been filed. AUTO LOAN/LEASE COVERAGE AA0336 (07-03),

AUTOMOBILE INSURANCE GUARANTEE AA1414 (08-07) and NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT PP0315 (03-06) are being withdrawn. We still want the remaining forms to be reviewed.

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	AUTO LOAN/LEASE COVERAGE	AA0336	07-03	END	Withdrawn	Previous Filing Number:		AA0336-0703- 02.pdf	Date Submitted: 04/25/2013 By:
	000210102					Replace d Form Number:			
Previous V	/ersion								
1	AUTO LOAN/LEASE COVERAGE	AA0336	07-03	END	New			AA0336-0703- 02.pdf	Date Submitted 04/12/2013 By: John Reutter
2	AUTOMOBILE INSURANCE GUARANTEE	≣	414 08-07	END	Withdrawn	Previous Filing Number:		AA1414-0807- 00.pdf	Date Submitted: 04/25/2013 By:
						Replace d Form Number:			
Previous V	/ersion								
2	AUTOMOBILE INSURANCE GUARANTEE	AA1414	08-07	END	New			AA1414-0807- 00.pdf	Date Submitted 04/12/2013 By: John Reutter

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Form Sci	hedule Item Changes	8							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
3	NEW CAR REPLACEMEN T GAP COVERAGE ENDORSEMEN T	PP0315	03-06	END	Withdrawn	Previous Filing Number: Replace d Form Number:		PP0315-0306- 00.pdf	Date Submitted 04/25/2013 By:
Previous l	Version								
3	NEW CAR REPLACEMEN T GAP COVERAGE ENDORSEMEN T		03-06	END	New			PP0315-0306- 00.pdf	Date Submitted 04/12/2013 By: John Reutter

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes							
Satisfied - Item:	Forms Withdrawal Letter						
Comments:	Attached is a letter requesting 3 forms be withdrawn from the filing.						
Attachment(s):	Form Filing - MO Auto AMCO New Company Form Withdrawal letter.pdf						

SERFF Tracking #: NWPP-128975620 State Tracking #:

Company Tracking #: 002-26-APF-13-059

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto
Project Name/Number: AMCO Forms Filing/

Note To Filer

Created By:

Gina Clark on 04/25/2013 11:51 AM

Last Edited By:

Gina Clark

Submitted On:

05/03/2013 12:06 PM

Subject:

RE:

Comments:

You will need to "Withdraw" these forms from the form schedule

SERFF Tracking #: NWPP-128975620 State Tracking #:

Company Tracking #: 002-26-APF-13-059

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto
Project Name/Number: AMCO Forms Filing/

Note To Reviewer

Created By:

John Reutter on 04/25/2013 09:00 AM

Last Edited By:

Gina Clark

Submitted On:

05/03/2013 12:06 PM

Subject:

Withdrawn forms

Comments:

Ms. Hicks,

I have withdrawn 3 forms that were filed. AA0336, AA1414, and PP0315.

Please let me know if you have any questions.

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Personal Auto

Personal Auto

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	REVIEWED 05/03/2013	PERSONAL AUTO CONTRACT	A0001MO	05-05	END	New			AA0001MO- 0505-01.pdf
2	REVIEWED 05/03/2013	ALLIED EXTRA	AA0011	02-07	END	New			AA0011-0207- 00.pdf
3	REVIEWED 05/03/2013	SPECIAL PHYSICAL DAMAGE COVERAGE	AA0060	09-03	END	New			AA0060-0903- 00.pdf
4	REVIEWED 05/03/2013	AMENDMENT OF POLICY PROVISIONS - MISSOURI	AA0163	02-12	END	New			AA0163-0212- 00.pdf
5	REVIEWED 05/03/2013	LOSS PAYABLE CLAUSE	AA0305	08-03	END	New			AA0305-0803- 00.pdf
6	REVIEWED 05/03/2013	EXTENDED NON- OWNED COVERAGE	AA0306	08-03	END	New			AA0306-0803- 00.pdf
7	REVIEWED 05/03/2013	COVERAGE FOR DAMAGE TO YOUR AUTO	AA0308	08-03	END	New			AA0308-0803- 00.pdf
8	REVIEWED 05/03/2013	SINGLE LIABILITY LIMIT	AA0309	08-03	END	New			AA0309-0803- 00.pdf
9	REVIEWED 05/03/2013	UNDERINSURED MOTORISTS COVERAGE - MISSOURI	AA0311MO	02-12	END	New			AA0311MO- 0212-00.pdf
10	REVIEWED 05/03/2013	ADDITIONAL CUSTOM PARTS AND ELECTRONIC EQUIPMENT -	AA0318	10-09	END	New			AA0318-0803- 00.pdf

State: Missouri Filing Company: AMCO Insurance Company

19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto
Project Name/Number: AMCO Forms Filing/

TOI/Sub-TOI:

Item	Schedule Item	Form	Form	Edition		Form	Action Specific	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data	Score	Attachments
11	REVIEWED 05/03/2013	LEGAL RESPONSIBILITY	AA319	08-03	END	New			AA0319-0803- 00.pdf
12	REVIEWED 05/03/2013	NAMED NON-OWNER	AA0322	08-03	END	New			AA0322-0803- 00.pdf
13	REVIEWED 05/03/2013	AUTO LOAN/LEASE COVERAGE	AA0336	07-03	END	Withdrawn	Previous Filing Number:		AA0336-0703- 02.pdf
							Replaced Form Number:		i,
14	REVIEWED 05/03/2013	NAMED DRIVER EXCLUSION AGREEMENT ENDORSEMENT	AA0349MO	01-05	END	New			AA0349MO- 0105-00.pdf
15	REVIEWED 05/03/2013	SINGLE UNDERINSURED MOTORISTS LIMIT	AA0402	12-09	END	New			AA0402 (12- 09).pdf
16	REVIEWED 05/03/2013	SINGLE UNINSURED MOTORISTS LIMIT ENDORSEMENT	AA0455	08-08	END	New			AA0455-0808- 00.pdf
17	REVIEWED 05/03/2013	UNINSURED MOTORISTS ENDORSEMENT	AA1407	08-13	END	New			AA1407-0813- 00.pdf
18	REVIEWED 05/03/2013	IDENTITY THEFT ENDORSEMENT	AA1411	03-06	END	New			AA1411-0306- 01.pdf
19	REVIEWED 05/03/2013	AUTOMOBILE INSURANCE	AA1414	08-07	END	Withdrawn	Previous Filing Number:		AA1414-0807- 00.pdf
		GUARANTEE					Replaced Form Number:		

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
20	REVIEWED 05/03/2013	ROADSIDE ASSISTANCE COVERAGE ENDORSEMENT		08-08	END	New			AA1418-0808- 00.pdf
21	REVIEWED 05/03/2013	TOTAL LOSS DEDUCTIBLE WAIVER ENDORSEMENT	AA1420	02-08	END	New			AA1420 (02- 08).pdf
22	REVIEWED 05/03/2013	Vanishing Deductible	AA1428	03-13	END	New			AA1428-0313- 00.pdf
23	REVIEWED 05/03/2013	RENTAL REIMBURSEMENT/TRAN SPORTATION EXPENSES - REN	AA1429	07-11	END	New			AA1429-0711- 00.pdf
24	REVIEWED 05/03/2013	NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT	PP0315	03-06	END	Withdrawn	Previous Filing Number:		PP0315-0306- 00.pdf
							Replaced Form Number:		
25	REVIEWED 05/03/2013	NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT	PP1406	08-08	END	New			PP1406-0808- 00.pdf
26	REVIEWED 05/03/2013	GAP COVERAGE ENDORSEMENT	PP1407	08-08	END	New			PP1407-0808- 00.pdf
27	REVIEWED 05/03/2013	Policy Application	13233E	10-12	ABE	New			13233E-1012- 24.pdf
28	REVIEWED 05/03/2013	PERSONAL AUTO APPLICATION - INFORMATION	TM0110	07-01	ABE	New			TM0110-0701- 00.pdf

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

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Form Type Legend:

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ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	отн	Other

PERSONAL AUTO POLICY - QUICK REFERENCE

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READ YOUR POLICY CAREFULLY

This policy is a **legal contract** between you (the insured) and us (the company). The policy has been: designed for your easy reference.

simplified, to make it more understandable and easier to read.

arranged, to better display the available coverages.

This policy itself sets forth, in detail, the rights and obligations of both you and us. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.

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PERSONAL AUTO POLICY

AGREEMENT

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

DEFINITIONS

- A. Throughout this policy, "you" and "your" refer to:
 - The "named insured" shown in the Declarations; and
 - The spouse if a resident of the same household.

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

- 1. The end of 90 days following the spouse's change of residency;
- 2. The effective date of another policy listing the spouse as a named insured; or
- 3. The end of the policy period.
- B. "We", "us" and "our" refer to the Company providing this insurance.
- C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
 - 1. Under a written agreement to that person; and
 - 2. For a continuous period of at least 6 months.

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

- Bodily injury" means bodily harm, sickness or disease, including death that results.
- E. "Business" includes trade, profession or occupation.
- F. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.
- G. "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.
- H. "Newly acquired auto":
 - "Newly acquired auto" means any of the following types of vehicles you, or a corporation of which you are the sole owner, become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
- Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.
 - If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
 - Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto"

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- will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Seven days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 7 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Seven days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 7 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- "Occupying" means in, upon, getting in, on, out or off.
- J. "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- K. "Trailer" means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a private passenger auto, pickup or van, provided that the trailer is not used:
 - 1. for commercial or "business" (other than farming and ranching) purposes;

- 2. as a primary residence;
- 3. as a premises for office, store or display purposes; or
- 4. as a passenger conveyance.
- L. "Your covered auto" means:
 - 1. Any vehicle shown in the Declarations.

This provision does not apply to:

- a. A vehicle shown in the Declarations after ownership of that vehicle has been transferred to another person or organization by you, a corporation of which you are the sole owner, or a "family member".
- b. A vehicle shown in the Declarations that you, a corporation of which you are the sole owner, or a "family member" have been leasing, after the leasing agreement has been terminated, unless ownership of that vehicle is transferred by the lessor, to you, a corporation of which you are the sole owner or a "family member".
- 2. A "newly acquired auto".
- 3. Any "trailer" you, or a corporation of which you are the sole owner, own.
- 4. Any auto or "trailer" you or a corporation of which you are the sole owner, do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

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

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

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

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- You for the ownership, maintenance or use, including loading and unloading, of any auto or "trailer".
- 2. Any "family member":
 - a. Who does not own an auto, for the maintenance or use of any auto or "trailer".
 - b. Who owns an auto, but only for the use of "your covered auto".
- 3. Any person using "your covered auto".
- For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
- 5. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.5.) applies only if the person or organization does not own or hire the auto or "trailer".
- 6. The following are not "insureds", under Part A of the policy:
 - a. The United States of America or any of its agencies.
 - b. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code (Federal Tort Claims Act), as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the "bodily injury" or "property damage".

SUPPLEMENTARY PAYMENTS

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

- Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend. The amount of the appeal bond or bond to release attachments in any suit we defend shall not exceed our limit of liability.

- Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
- 4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- 5. Other reasonable expenses incurred at our request.
- 6. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":
 - 1. For "bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
 - a. Is of a different kind, quality or degree than initially expected or intended; or
 - b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.
 - 2. For "property damage" to property owned or being transported by that "insured".
 - 3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;

that "insured".

This Exclusion (A.3.) does not apply to "property damage" to:

- a. A residence or private garage; or
- b. Any motor vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":
 - (1) For demonstration purposes; or
 - (2) As a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair or servicing.

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- 4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits, disability benefits or benefits under similar laws are required or available for that domestic employee.
- For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for compensation or a fee. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
- 6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

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

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".
- 7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

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

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.
- 8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.
- For "bodily injury" or "property damage" for which that "insured":
 - a. Is an insured under a nuclear energy liability policy; or

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

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

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.
- 10. For "bodily injury" or "property damage" arising out of the use of "your covered auto" while leased or rented to others. However, this exclusion does not apply to the operation of "your covered auto" by the "insured" or a "family member".
- 11. For "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the limits of liability required by the Missouri Financial Responsibility Law.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
 - 1. Any motorized vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

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

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- 2. Any vehicle, other than "your covered auto", which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
- Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

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

a. Owned by a "family member"; or

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- b. Furnished or available for the regular use of a "family member".
- C. We do not provide Liability Coverage for any "insured" for "bodily injury" or "property damage" arising out of the use of a vehicle in any organized activity involving:
 - 1. Racing;
 - 2. Speeding;
 - 3. Stunting; or
 - 4. Demolition.

This Exclusion (C.) includes practice or preparation for any such activity.

- D. We do not provide Liability Coverage:
 - 1. For "bodily injury" to any fellow employee of an "insured" arising out of and in the course of his or her employment.

This Exclusion (D.1.) does not apply to "bodily injury" to you or any "family member's" fellow employees.

- 2. For any person's liability resulting from the handling of property:
 - a. Before it is moved from the place where it is accepted by an "insured" for movement into or onto "your covered auto"; or
 - b. After it is moved from "your covered auto" to the place where it is finally delivered by an "insured".
- For any person's liability resulting from the movement of property by a mechanical device (other than a hand truck) not attached to "your covered auto".
- 4. For punitive or exemplary damages.

LIMIT OF LIABILITY

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

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

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

- 1. "Insureds";
- 2. Claims made:
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part B or Part C of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will apply the limit of liability to provide any separate limits required by law for Bodily Injury and Property Damage Liability. However, this provision (C.) will not change our total limit of liability.

OUT OF STATE COVERAGE

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

- A. If the state or province has:
 - 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.
 - A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of

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all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance unless such vehicle is loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles and such vehicle is used by any "insured":

- 1. For demonstration purposes; or
- 2. As a temporary substitute for a vehicle you own which is out of normal use because of its breakdown, repair, or servicing.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
 - 1. Caused by accident; and
 - 2. Sustained by an "insured"; and
 - 3. Arising out of the ownership, maintenance or use of a motor vehicle.

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

- B. "Insured" as used in this Part means:
 - 1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by;
 - a motor vehicle designed for use mainly on public roads or a trailer of any type.
 - Any other person while "occupying" "your covered auto".

EXCLUSIONS

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

- 1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
- Sustained while "occupying" "your covered auto" while it is being used to carry persons or property for compensation or a fee. This Exclusion (2.) does not apply to a share-theexpense car pool.
- 3. Sustained while "occupying" any vehicle located for use as a residence or premises.
- 4. Occurring during the course of employment if workers' compensation benefits, disability benefits, or benefits under similar laws, are required or available for the "bodily injury".
- 5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or

- b. Furnished or available for your regular use.
- 6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

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

- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
- 9. Caused by or as a consequence of:
 - a. Discharge of a nuclear or biological weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war:
 - d. Insurrection; or
 - e. Rebellion or revolution.
- 10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation;
 - c. Radioactive contamination; or
 - d. Biological contamination.

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- 11. Sustained while "occupying" any vehicle in any organized activity involving:
 - a. Racing;
 - b. Speeding;
 - c. Stunting; or
 - d. Demolition.

This Exclusion (11.) includes practice or preparation for any such activity.

- 12. Which is expected or intended by an "insured" even if the resulting "bodily injury":
 - a. Is of a different kind, quality or degree than initially expected or intended; or
 - b. Is sustained by a different person or entity than initially expected or intended.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or

- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under Part A or Part C of this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

Refer to the attached Uninsured Motorists Endorsement only if the Declarations indicate that Uninsured Motorists Coverage is provided.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
 - 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

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

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

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

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

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10. Breakage of glass.

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

- C. "Non-owned auto" means:
 - Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
 - Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

However, "non-owned auto" does not include any vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":

- 1. For demonstration purposes; or
- As a temporary substitute for a vehicle you own which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing.

TRANSPORTATION EXPENSES

In addition, we will pay up to \$20 per day, to a maximum of \$600 for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto" or a "non-owned auto". We will pay only transportation expenses incurred during the period:

- a. Beginning 48 hours after the theft; and
- b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "nonowned auto" which occurs while it is being used to carry persons or property for compensation or a fee. This Exclusion (1.) does not apply to a share-the-expense car pool.

- 2. Damage due and confined to:
 - a. Wear and tear:
 - b. Freezing;
 - Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

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

- 3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection;
 - f. Rebellion or revolution; or
 - g. Biological contamination.
- Loss to equipment designed for the reproduction of sound.

This Exclusion (4) does not apply if:

- a. The equipment is permanently installed in "your covered auto" or any "non-owned auto"; and
- b. The equipment is original equipment from the manufacturer.
- Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
 - a. Citizens band radios;
 - b. Telephones;
 - c. Two-way mobile radios;
 - d. Scanning monitor receivers;
 - e. Television monitor receivers:
 - f. Video players and recorders;
 - g. Audio players and recorders;
 - h. Personal computers; or
 - Global Positioning Systems.

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This Exclusion (5.) does not apply to:

- Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.
- c. Electronic equipment that has been installed by the manufacturer.
- Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.
- 7. A total loss to "your covered auto" or any "nonowned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (7.) does not apply to the interests of Loss Payees in "your covered auto".

8. Loss to:

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

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.
- 9. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

- Loss to equipment designed or used for the detection or location of radar or laser.
- 11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

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

- 12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in Exclusion (11.). This Exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".
- 13. Loss to "your covered auto" or any "non-owned auto", arising out of the use of a vehicle in any organized activity involving:
 - a. Racing;
 - b. Speeding;
 - c. Stunting; or
 - d. Demolition.

This Exclusion (13.) includes practice or preparation for any such activity.

- 14. Loss to, or loss of use of, a "non-owned auto" rented by:
 - a. You; or
 - b. Any "family member";

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

- 15. Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".
- 16. Loss to:
 - a. Business or office equipment; or
 - b. Articles which are sales samples or used in exhibitions.

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- 17. "Property damage" to "your covered auto" or "non-owned auto" which is expected or intended by an "insured" even if the resulting "property damage":
 - a. Is of a different kind, quality or degree than initially expected or intended; or
 - Is sustained by different real or personal property than initially expected or intended.

However, this Exclusion (17.) will not apply to deny payment to an innocent co-"insured" victim of domestic violence, when such coverage would otherwise be excluded under this provision if the "insured":

- a. Files a police report; and
- b. Completes a sworn affidavit for the insurer that indicates both:
 - 1) The cause of the loss; and
 - 2) A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

We will provide coverage to an innocent co-"insured" victim of domestic abuse to the extent of that "insured's" interest in the property when the damage is proximately related to and in furtherance of domestic abuse. We retain all rights set forth in the Our Rights To Recover Payment provision with regard to action against the perpetrator of the act that caused the "property damage".

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - Actual cash value of the stolen or damaged property; or
 - Amount necessary to repair or replace the property.

In determining the amount necessary to repair damaged property, our estimate will be based on:

- a. the prevailing competitive labor rates charged in the area where the property is to be repaired, as reasonably determined by us; and
- the cost of repair or replacement parts and equipment which may be new, refurbished, restored, or used, including, but not limited to:
 - (1) original manufacturer parts or equipment; and

(2) nonoriginal manufacturer parts or equipment;

However, the most we will pay for loss to:

- 1. Any "non-owned auto" which is a "trailer" is \$500.
- 2. Custom parts or equipment, other than original equipment from the manufacturer, in or upon "your covered auto" is \$1,000. Custom parts or equipment consists of the following:
 - a. Special carpeting, furniture or insulation;
 - Stereos, CD players, CD changers, amplifiers, speakers, television monitor receivers; video players and recorders;
 - Engine, drive train, suspension, mechanical or body components intended to enhance vehicle performance or appearance;
 - d. Custom murals, paint, paintings or other decals or graphics;
 - e. Chrome, reverse chrome, alloy or magnesium wheels or chrome engine accessories; or
 - f. T-bar roofs, roll bars, light bars, and grille guards.

Coverage for custom parts or equipment shall not cause our limit of liability to be increased to an amount in excess of the actual cash value of "your covered auto", including its custom parts or equipment.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
 - Deductions for betterment apply only to parts normally subject to repair and replacement during the useful life of the insured motor vehicle.
 - Such deductions shall be limited to the lesser of an amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part, or the amount which the resale value of the vehicle is increased by the repair or replacement.
 - 3. Calculations for betterment, depreciation, physical condition and normal useful life must be included in our claim file.

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PAYMENT OF LOSS

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

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

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

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

If we have paid a loss for damage to "your covered auto", we will take appropriate deductions from any payment due you for any subsequent loss for damage to the same covered auto, unless you furnish us with proof that the prior damage has been repaired.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be

excess over any other collectible source of recovery including, but not limited to:

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

APPRAISAL

- A. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. 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.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.

- b. To examination under oath and subscribe the same.
- 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
- 5. Submit a proof of loss when required by us.
- C. A person seeking Coverage For Damage To Your Auto must also:
 - 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 - 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
 - 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

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PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. The premium for this policy is based on information we have received from you or other sources. You agree:
 - 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.
 - 3. To promptly advise us of changes in this information including, but not limited to:
 - The number, type or use classification of insured vehicles;
 - b. Operators using insured vehicles;
 - The place of principal garaging of insured vehicles;
 - d. Coverage, deductible or limits;
 - e. Eligibility for discounts or other premium credits.

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

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

FRAUD OR MISREPRESENTATION

A. This policy was issued in reliance upon the information provided in your insurance application.

We may void this policy if you or an insured person:

- Made incorrect statements or representations to us with regard to any material fact or circumstance;
- Concealed or misrepresented any material fact or circumstance: or
- 3. Engaged in fraudulent conduct;

at the time of application. We may void this policy due to fraud, misrepresentation, or an incorrect statement of material fact in the application, even after the occurrence of an accident or loss. This means that we will not be liable for any claims or damages which would otherwise be covered, even if the accident occurs before we notify you that the policy is void. If we void this policy, you must reimburse us if we make a payment under Part A – Liability.

B. We may deny coverage for an accident or loss if you or an insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 - 1. We agree in writing that the "insured" has an obligation to pay; or
 - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".
- C. If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.

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

This Paragraph (A.) does not apply to Part B.

- 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.

INITIAL PREMIUM PAYMENT

If your initial premium payment is not honored when presented to the bank or financial institution, we reserve the right to void this policy from its inception. This means that this policy will not be in force to pay any claims or damages which may have otherwise been covered had your initial premium payment been honored at the time it was initially presented to the bank or financial institution.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
 - During the policy period as shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy territory is:
 - The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.

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

TERMINATION

A. Cancellation

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

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing by United States Post Office certificate of mailing to the named

insured shown in the Declarations at the address last known by us:

- a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
- b. At least 30 days notice in all other cases.
- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, in the event more than one person is a named insured shown in the Declarations and only one named person's driver's license has been suspended or revoked we:

- a. May not cancel this policy; but
- b. May issue an exclusion providing that coverage will not be afforded to that named person under the terms of this policy while that person is operating "your covered auto" during any period of suspension or revocation.

B. Nonrenewal

If we decide not to renew or continue this policy we will mail notice by United States Post Office certificate of mailing to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

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

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C. Automatic Termination

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

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

D. Other Termination Provisions

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

JOINT AND INDIVIDUAL INTERESTS

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

TWO OR MORE AUTO POLICIES

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

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association) the Association will pay claims covered under the Act if we become insolvent.

Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not:

- A) Pay an amount in excess of the applicable limit of liability of the policy from which a claim arises; or
- B) Return to an insured any unearned premium in excess of \$25,000.

The claims covered by the Association are subject to the limitations of coverage provided by the Act. These limitations have no effect on the coverage we will provide under this policy.

MEXICAN INSURANCE LIMITED

WARNING - MEXICAN AUTOMOBILE LIABILITY INSURANCE

An automobile accident in the Republic of Mexico is a criminal offense as well as a civil matter. If you are found guilty of causing the accident, your auto is impounded and you can also be detained. Unless you have automobile liability and property damage insurance written by a Mexican Insurance Company, you may spend many hours or days in jail if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

LIMITED MEXICAN COVERAGE

The coverage provided under Parts A and D of the policy also applies to accidents and losses which occur during the policy period as shown in the Declarations, and within that part of the Republic lying not more than 25 statute miles from the boundary line of the United States of America. However, any original suit for damages for bodily injury or property damage must be brought against you within the United States of America.

This coverage shall be excess over any other available insurance.

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ALLIED EXTRA COVERAGES

When you have in effect a Homeowners Insurance Policy or Farm Property Coverage Form issued by an affiliated company of Nationwide Mutual Insurance Company (Nationwide) or an affiliated company of Allied Property and Casualty Insurance Company (Allied) that covers your "residence premises" or "dwelling", as defined in the Nationwide or Allied policy, Allied Extra Coverages will apply in accordance with the following provisions:

Emergency Lockout Coverage

We will reimburse you up to \$150 for reasonable expense incurred for the services needed to gain entry into "your covered auto" or your "residence premises" or your "dwelling" subject to these conditions:

- 1. Your key (including electronic entry device) has been lost, stolen, disabled, or locked in "your covered auto" or "residence premises" or "dwelling" and you are unable to enter such auto, residence premises or dwelling; or
- 2. Your key (including electronic entry device) has been lost or stolen and you have changed the locks to prevent an unauthorized entry.

Original copies of receipts for services must be provided before reimbursement is payable.

For the purposes of this coverage:

"Your covered auto" shall mean any auto described in the Declarations for which a premium charged indicates either Part A – LIABILITY COVERAGE or Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

"Residence Premises" and "Dwelling" shall mean the dwelling insured under your Homeowners Insurance Policy or Farm Property Coverage Form.

Special Deductible Provision

In the event of a covered loss, the following Special Deductible Provisions will apply:

- 1. When the "residence premises" or "dwelling", as defined in your Homeowners Insurance Policy or your Farm Property Coverage Form, is a total fire loss, as determined by us, the "residence premises" or "dwelling" deductible will be waived, up to \$5000; or
- 2. If the same event results in a covered loss to two or more Allied or Nationwide policies insuring:
 - a. "your covered auto" under your Personal Auto Policy;
 - b. property covered under your Homeowners Insurance Policy;
 - c. a recreational vehicle covered under your Recreational Vehicle Policy;
 - d. a watercraft covered under your Pleasure Boatowners Insurance Policy; or
 - e. Farm policy covering the "dwelling", as defined in your Farm Property Coverage Form;

the largest deductible applicable shall apply once to all covered losses. (subject to the assessment and reimbursement of lower deductibles).

This provision applies only if the combined loss or damage exceeds the higher of the applicable deductibles.

The application of this provision shall not serve to reduce your recovery to less than the amount you would have received under individual policies.

For the purpose of this coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

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Air Bag Replacement Coverage

We will pay for reasonable expenses incurred in replacing an air bag in "your covered auto" that deploys without the auto being involved in a loss.

For the purpose of this coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

This coverage applies only if you submit proper receipts for expenses claimed under this coverage.

Unless otherwise stated above, all provisions of the policies apply.

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SPECIAL PHYSICAL DAMAGE COVERAGE

If the Declarations indicate that Special Physical Damage Coverage applies, Part D- Coverage for Damage to Your Auto is amended.

The following paragraph is added to the LIMIT OF LIABILITY provision:

D. The amount necessary to repair or replace the property will be based on an estimate written with new parts from the original equipment manufacturer, whenever available.

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

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AMENDMENT OF POLICY PROVISIONS - MISSOURI

I. DEFINITIONS

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

Item D. is replaced by the following:

D. "Bodily injury" means physical injury, physical sickness, physical disease or resultant death of any person which results directly from an accident.

II. PART A - LIABILITY COVERAGE

Part A is amended as follows:

The **OTHER INSURANCE** provision is replaced by the following:

OTHER INSURANCE

- A. If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
- B. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance providing coverage on a primary basis unless such vehicle is loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles and such vehicle is used by any "insured":
 - 1. For demonstration purposes; or
 - 2. As a temporary substitute for a vehicle you own which is out of normal use because of its breakdown, repair, or servicing.

III. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

Under the **INSURING AGREEMENT**, the following definition is added:

- D. "Insured" as used in this Part means:
 - 1. You or any "family member" for the ownership, maintenance or use, including loading and unloading, of any auto or "trailer".
 - 2. Any person using "your covered auto" with the reasonable belief that they are entitled to do so.

IV. PART F- GENERAL PROVISIONS

Part F is amended as follows:

The following section is added:

DIVIDENDS

The first named insured is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

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LOSS PAYABLE CLAUSE

Loss Payee:

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

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

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

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EXTENDED NON-OWNED COVERAGE FOR NAMED INDIVIDUAL

SCHEDULE

Name of Individual Premium Liability \$______ Medical Payments \$______

Total Premium

With respect to the individual and coverages listed in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

I. PART A - LIABILITY COVERAGE

Part **A** is amended as follows with respect to the individual named in the Schedule or in the Declarations:

Exclusions A.5., A.7., B.2. and B.3. do not apply.

II. PART B - MEDICAL PAYMENTS COVERAGE

Part **B** is amended as follows if a premium is shown in the Schedule or in the Declarations for Medical Payments Coverage with respect to the individual named in the Schedule or in the Declarations:

A. Exclusions 5. And 6. do not apply.

B. The last sentence of Exclusion **8.** is replaced by the following:

This exclusion **(8.)** does not apply to "bodily injury" sustained while "occupying" a:

- Private passenger auto, pickup, panel truck or van; or
- Trailer" used with a vehicle described in 1. above.
- III. This endorsement does not afford coverage under Part A or Part B of the policy for any accident involving a vehicle owned by the individual named in the Schedule or in the Declarations, by a member of the same household, or any accident involving a temporary substitute vehicle for such owned vehicle.

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

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COVERAGE FOR DAMAGE TO YOUR AUTO (MAXIMUM LIMIT OF LIABILITY)

NOTICE

The amount shown in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit of Liability provision below.

With respect to the Coverage(s) shown as applicable to a vehicle described in the Declarations, the Limit of Liability provision in Part **D** is replaced by the following:

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - 1. Amount shown in the Declarations.
 - Actual cash value of the stolen or damaged property; or
 - Amount necessary to repair or replace the property.

In determining the amount necessary to repair damaged property, our estimate will be based on:

- a. The prevailing competitive labor rates charged in the area where the property is to be repaired, as reasonably determined by us; and
- The cost of repair or replacement parts and equipment which may be new, refurbished, restored, or used, including, but not limited to:
 - Original manufacturer parts or equipment; and
 - (2) Nonoriginal manufacturer parts or equipment;

However, the most we will pay for loss to:

- Any "non-owned auto" which is a trailer is \$500.
- Custom parts or equipment, other than original equipment from the manufacturer, in or upon "your covered auto" is \$1,000. Custom parts or equipment consists of the following:
 - Special carpeting, furniture or insulation;
 - Stereos, CD players, CD changers, amplifiers, speakers, television monitor receivers; video players and recorders;

- Engine, drive train, suspension, mechanical or body components intended to enhance vehicle performance or appearance;
- d. Custom murals, paint, paintings or other decals or graphics;
- e. Chrome, reverse chrome, alloy or magnesium wheels or chrome engine accessories; or
- f. T-bar roofs, roll bars, light bars, and grille guards.

Coverage for custom parts or equipment shall not cause our limit of liability to be increased in excess of the actual cash value of "your covered auto", including its custom parts or equipment.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
 - Deductions for betterment apply only to parts normally subject to repair and replacement during the useful life of the insured motor vehicle.
 - Such deductions shall be limited to the lesser of an amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part, or the amount which the resale value of the vehicle is increased by the repair or replacement.
 - Calculations for betterment, depreciation, physical condition and normal useful life must be included in our claim file.

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

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SINGLE LIABILITY LIMIT

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

LIMIT OF LIABILITY

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

- 1. "Insureds";
- 2. Claims made;

- **3.** Vehicles or premiums shown in the Declarations: or
- 4. Vehicles involved in the auto accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".

We will apply the limit of liability to provide any separate limits required by law for Bodily Injury and Property Damage Liability. However, this Provision will not change our total limit of liability.

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UNDERINSURED MOTORISTS COVERAGE - MISSOURI

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

I. UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":
 - 1. Sustained by an "insured"; and
 - 2. Caused by an accident.

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

We will pay under this coverage only if 1. or 2. below applies:

- The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
- 2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
- B. "Insured" as used in this endorsement means:
 - 1. You or any "family member".
 - Any other person "occupying" "your covered auto"
 - 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.

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

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the

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

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
 - 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - While "occupying" "your covered auto" when it is being used to carry persons or property for compensation or a fee. This Exclusion (B.1.) does not apply to a share-the-expense car pool.

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

LIMIT OF LIABILITY

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

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

- 1. "Insureds":
- 2. Claims made:
- 3. Vehicles shown in the Declarations; or
- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- B. The limit of liability shall be reduced by all sums:
 - Paid or payable because of bodily injury under any workers' compensation act or similar act;
 - 2. Paid or payable because of bodily injury under any disability benefits law; and
 - 3. Paid or payable under any auto medical payment, no-fault or personal injury protection insurance.
- C No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. Any amount otherwise payable for damages under this coverage shall be reduced by all sums paid because of bodily injury by or on behalf of persons

or organizations who may be legally responsible. This includes all sums paid under Part A of the policy.

OTHER INSURANCE

If there is other applicable underinsured motorists coverage available under one or more policies or provisions of coverage:

- Any recovery for damages under this coverage may equal but not exceed the highest applicable underinsured motorists coverage limit under this policy or other underinsured motorists coverage providing coverage on either a primary or excess basis.
- 2. This policy provides primary underinsured motorists coverage where "your covered auto" is involved. Where this policy provides underinsured motorists coverage on a primary basis, we will pay only our share of the loss. Our share is the proportion that our limit of liability as stated in the Declarations bears to the total of all applicable underinsured motorists coverage under other policies that apply on a primary basis.
- 3. Any underinsured motorists coverage we provide with respect to a vehicle you do not own shall be excess over any other collectible underinsured motorist insurance providing coverage on a primary basis and will apply only in the amount that our limit of liability as stated in the Declarations exceeds the sum of the applicable limits of liability of all other applicable underinsured motorists coverage limits have been paid.

II. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

In addition to the duties in **PART E - DUTIES AFTER AN ACCIDENT OR LOSS** of this policy, a person seeking coverage for "bodily injury" sustained in an accident involving an "underinsured motor vehicle" must also promptly:

- Send us copies of the legal papers if a suit is brought; and
- Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

III. PART F - GENERAL PROVISIONS

A. The **LEGAL ACTION AGAINST US** Provision is amended as follows:

The following paragraph is added:

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- D. We may not be sued under the Underinsured Motorists Coverage on any claim that is barred by the tort statute of limitations.
- B. The following is added to the **OUR RIGHT TO RECOVER PAYMENT** Provision in Part F: **OUR RIGHT TO RECOVER PAYMENT**

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

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

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

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

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ADDITIONAL CUSTOM PARTS AND ELECTRONIC EQUIPMENT

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

INSURING AGREEMENT

I. Coverage for Custom Parts or Equipment

- A. We will pay up to the limit shown on the Declarations, subject to any applicable deductible under PART D COVERAGE FOR DAMAGE TO YOUR AUTO, for direct and accidental loss to custom parts or equipment consisting of:
 - 1. Special carpeting, furniture or insulation;
 - 2. Stereos, CD players, CD changers, amplifiers or speakers;
 - 3. Engine, drive train, suspension, mechanical or body components intended to enhance vehicle performance or appearance;
 - 4. Custom murals, paint, paintings or other decals or graphics;
 - 5. Chrome, reverse chrome, alloy or magnesium wheels or chrome engine accessories; or
 - 6. T-bar roofs, roll bars, light bars and grille guards.

II. Coverage for Audio, Visual, and Data Electronic Equipment

- A. We will pay, without application of a deductible, for direct and accidental loss to the following electronic equipment that is designed solely for the reproduction of sound:
 - 1. Citizens band radio;
 - 2. Two-way mobile radio;
 - 3. Telephone; or
 - 4. Scanning monitor receiver.
- B. We will also pay, without application of a deductible, for direct and accidental loss to:
 - 1. Any electronic equipment that receives or transmits audio, visual, or data signals and is not designed solely for the reproduction of sound; and
 - 2. Any accessories used with such equipment including tapes, records, discs and other media.
- C. Coverage for Audio, Visual, and Data Electronic Equipment applies only if:
 - 1. The equipment is permanently installed in "your covered auto", or
 - 2. The equipment is:
 - a. Removable from a housing unit which is permanently installed in the auto;

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- b. Designed solely to be operated by the use of the power from the auto's electrical system; and
- c. In or upon "your covered auto" at the time of the loss.

LIMIT OF LIABILITY

- A. Our limit of liability for property described in this endorsement shall be the lesser of:
 - 1. The amount shown in the Declarations;
 - 2. The actual cash value of the stolen or damaged property; or
 - 3. The amount necessary to repair or replace the property with other property of like kind and quality.
 - 4. \$500 for tapes, records, discs and other media.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. Coverage for under this endorsement shall not cause our limit of liability to be increased to an amount in excess of the actual cash value of "your covered auto". including its "custom parts or equipment".

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LEGAL RESPONSIBILITY

Any liability and any required no-fault coverages afforded by this policy for "your covered auto" described below also apply to the designee named in this endorsement. This insurance is subject to the following additional provisions:

- We will pay damages for which the designee becomes legally responsible only if the damages arise out of acts or omissions of:
 - a) You or any "family member", or
 - b) Any other covered person using "your covered auto" described below with your permission.
- 2. This designation shall not operate to increase our limits of liability.

cription of "your covered auto":
3

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

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NAMED NON-OWNER COVERAGE

With respect to the individuals and coverages listed in the Declarations, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

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

- **A.** "You" or "your" refers to the individual named in the Declarations.
- **B.** The definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- **b.** A pickup, panel truck or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - **(b)** For farming or ranching.

This provision applies only:

- **a.** If you acquire the vehicle during the policy period; and
- **b.** For 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

II. Part A - Liability Coverage

Part A is amended as follows:

- A. Paragraph 1. of the definition of "insured" is amended by deleting reference to "family member".
- **B.** The **Exclusions** Section is amended as follows:
 - 1. The exception to Exclusion A.3. is replaced by the following:

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage caused by a private passenger auto which is insured under this endorsement.

Exclusions A.6. and A.7. are replaced by the following: We do not provide Liability Coverage for any "insured" maintaining or using any vehicle in the "business" of that "insured". This exclusion does not apply to an auto operated or occupied by you.

3. Exclusion **B.2.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by you.

4. Exclusion **B.3**. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by any "family member". However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is owned by a "family member".

C. The Limit of Liability Provision is replaced by the following:

LIMIT OF LIABILITY

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

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made:
- Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- **D.** The **Out of State Coverage** Provision is replaced by the following:

OUT OF STATE COVERAGE

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If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that 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.
- A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

III. Part B - Medical Payments Coverage

Part B is amended as follows:

- A. Paragraph 1. of the definition of "insured" is amended by deleting reference to "family member".
- **B.** The Exclusions Section is amended as follows:
 - 1. Exclusion 5. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" or, when struck by, any vehicle (other than "your covered auto") which is owned by you.

- 2. Exclusion 6. does not apply.
- **3.** Exclusion **8.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any vehicle used in the "business" of that "insured". This Exclusion (8.) does not apply to a vehicle operated or occupied by you.

IV. Uninsured Motorists Coverage

If the Declarations indicate that Uninsured Motorists Coverage is provided, the Uninsured/Underinsured Motorists Coverage Endorsement is amended as follows:

- A. Paragraph 1. of the definition of "insured" is amended by deleting reference to "family member".
- B. The definition of "uninsured motor vehicle" is amended as follows:

- Any reference in Part 2. to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.
- 2. Paragraphs a. and b. of the hit-and-run vehicle section are amended by deleting reference to "family member". (In Oklahoma and Vermont, the hit-and-run vehicle section is amended by substituting the term "you" for the phrase an "insured".)

C. Limit of Liability

1. Paragraph **A.** of the **Limit of Liability** Provision is replaced by the following:

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

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

- 1. "Insureds":
- 2. Claims made;
- Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- 2. If the Declarations also indicates an each accident limit of liability for Property Damage Uninsured Motorists Coverage, the following is added to Paragraph A.:

The limit of liability shown in the Declarations for each accident for Property Damage Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

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

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

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AUTO LOAN/LEASE COVERAGE

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

In the event of a covered total loss to a "your covered auto" shown in the Schedule or in the Declarations for which a specific premium charge indicates that Auto Loan/Lease Coverage applies, we will pay any unpaid amount due on the lease or loan, including up to a maximum of \$500 for lease early termination fees or penalties, for "your covered auto" less:

- 1. The amount paid under Part D of the policy; and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the loss;
 - Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Deductibles applicable under Part D;
 - d. Security deposits not refunded by a lessor;
 - e. Costs for extended warranties, Credit Life Insurance, Heath, Accident or Disability Insurance purchased with the loan or lease;
 - f. Carry over balances from previous loans or leases;
 - g. Collection of repossession expenses; and
 - h. Salvage value if you retain the salvage.

However, our payment under this Auto Loan/Lease Coverage shall not exceed 25% of the actual cash value of the "your covered auto" at the time of the total loss.

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NAMED DRIVER EXCLUSION AGREEMENT ENDORSEMENT MISSOURI

THIS ENDORSEMENT APPLIES TO POLICY NOAND TO SUBSEQUENT RENEWALS OR CONTINUATIONS.
WITH THIS ENDORSEMENT, COVERAGES PROVIDED BY THIS POLICY ARE NOT PROVIDED WHILE THE NAMED DRIVER (S) SHOWN BELOW:
IS OPERATING ANY VEHICLE TO WHICH THIS COVERAGE APPLIES, UNTIL SUCH TIME THAT THE ABOVE NAMED DRIVER (S) IS NO LONGER A MEMBER OF THE NAMED INSUREDS HOUSEHOLD.
THIS ENDORSEMENT IS EFFECTIVE UNTIL MUTUAL AGREEMENT IS REACHED BETWEEN YOU (THE NAMED INSURED) AND US (THE INSURER) TO REMOVE THE EXCLUDED DRIVER.

SINGLE UNDERINSURED MOTORISTS LIMIT

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

LIMIT OF LIABILITY

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

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles shown in the Declarations; or
- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".

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SINGLE UNINSURED MOTORISTS LIMIT

Paragraph A. of the Limit Of Liability Provision for Uninsured Motorists Coverage is replaced by A. as follows:

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident.

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

- 1. "Insureds":
- 2. Claims made;
- 3. Vehicles shown in the Declarations; or
- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".

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UNINSURED MOTORISTS COVERAGE - MISSOURI

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

I. PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 - 1. Sustained by an "insured"; and
 - 2. Caused by an accident.

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

No judgment for damages arising out of a suit brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

- Received reasonable notice of the pendency of the suit resulting in the judgment; and
- Had a reasonable opportunity to protect our interests in the suit.
- B. "Accident" as used in this Part includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- C. "Insured" as used in this Part means:
 - 1. You.
 - Any "family member" who does not own an auto.
 - 3. Any "family member" who owns an auto, but only while "occupying" "your covered auto".
 - Any other person "occupying" "your covered auto".
 - 5. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1., 2., 3. or 4. above.
- D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 - 1. To which no bodily injury liability bond or policy applies at the time of the accident.
 - To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less

- than the minimum limit for bodily injury liability specified by the financial responsibility law of Missouri
- Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit-andrun vehicle the facts of the accident must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

- 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

- Owned by or furnished or available for the regular use of you or any "family member". to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
- Owned or operated by a self-insurer under any applicable motor vehicle law, except a selfinsurer which is or becomes insolvent.
- 3. Operated on rails or crawler treads.
- Designed mainly for use off public roads while not on public roads.
- 5. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - 1. While "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

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However, this Exclusion (A.1.) does not apply to "bodily injury" sustained by you or any "family member".

- 2. If that "insured" or the legal representative settles the "bodily injury" claim without our consent. However, this Exclusion (A.2.) does not apply if such settlement does not prejudice our right to recover payment to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
- While "occupying" "your covered auto" when it is being used to carry persons or property for compensation or a fee. This Exclusion (A.3.) does not apply to a share-the-expense car pool.
- 4. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.4.) does not apply to a "family member" using "your covered auto" which is owned by you.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any such accident. Subject to this maximum 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 of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles shown in the Declarations: or
- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this

coverage and:

- 1. Part A of this policy; or
- 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A but does not include any amounts paid or payable under:
 - 1. Part B; or
 - Any workers' compensation law, disability benefits law or similar law.

OTHER INSURANCE

If there is other applicable uninsured motorists coverage similar to the insurance provided under this Part of the policy, 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.

II. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

In addition to the duties in **PART E - DUTIES AFTER AN ACCIDENT OR LOSS** of this policy, a person seeking coverage for "bodily injury" sustained in an accident involving an "uninsured motor vehicle" must also promptly:

- Notify the police if a hit-and-run driver is involved.
- 2. Send us copies of the legal papers if a suit is brought.
- Provide us with a copy of the petition or complaint, by personal service or certified mail, if the "insured" brings an action against the owner or operator of the "uninsured motor vehicle" or any other person or entity who may be considered liable for those damages.
- 4. Make available all pleadings and depositions for copying by is or furnish us with copies at our expense.

III. PART F - GENERAL PROVISIONS

The **TWO OR MORE AUTO POLICIES** Provision in Part F is replaced by the following:

TWO OR MORE AUTO POLICIES

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

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IDENTITY THEFT OR IDENTITY FRAUD EXPENSES COVERAGE

Coverage is subject to all of the terms and conditions of the policy, except as changed by this endorsement.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

"Identity theft or identity fraud" means the act of knowingly using or transferring without legal authority personal identifying information of an "insured" such as name, social security number, driver's license number, bank account number(s) or credit card number(s) with the intent to commit, or to aid or abet another to commit, any illegal activity that constitutes a felony under any applicable state or local law or violation of federal law.

"Expenses" means:

- Costs of executing affidavits or similar documents attesting to theft or fraud required by credit grantors, credit agencies or similar financial institutions.
- Costs for certified mail to credit grantors, credit agencies, or similar financial institutions and law enforcement agencies.
- 3. Lost income resulting from time taken off work to complete theft or fraud affidavits, talk to or meet with credit grantors, credit agencies or similar financial institutions, law enforcement agencies and or legal counsel, up to a maximum of \$250 per day. Total payment for lost income is not to exceed \$5,000.
- 4. Loan application fees for re-applying for a loan or loans where the original application is rejected solely because the lender received incorrect credit information as a result of "identity theft or identity fraud".
- 5. Reasonable attorney fees incurred by "you" as a result of "identity theft or identity fraud" to:
 - a. Defend lawsuits brought against an "insured" by financial institutions, merchants, or collection agencies;
 - b. Remove any civil or criminal judgments wrongly entered against an "insured"; and
 - c. Challenge the completeness or accuracy of any information in a consumer credit report.

 Charges incurred for long distance telephone calls to law enforcement agencies, merchants, credit grantors, credit agencies or similar financial institutions to report or discuss an actual "identity theft or identity fraud".

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Item B.5. is deleted and replaced with the following:

5. Submit a proof of loss when required by us, including evidence or affidavit supporting a claim including bills, receipts, or other records that support a claim for "expenses" under Identity Theft or Identity Fraud Expenses Coverage. It shall state the amount and cause of loss.

PART F - GENERAL PROVISIONS

The following additional coverage is added:

IDENTITY THEFT OR IDENTITY FRAUD EXPENSES

- A. "We" will pay up to \$25,000 for "expenses" incurred by an "insured" as the direct result of any single "identity theft or identity fraud" first discovered or learned of during the policy period. "Our" total liability for Identity Theft or Identity Fraud Expenses Coverage "you" incur during the policy period will not exceed this limit regardless of the number of instances or when they occurred, or the number of persons making a claim for "identity theft or identity fraud".
- B. Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity theft or identity fraud", even if a series of acts continues into a subsequent policy period.
- C. "Identity theft or identity fraud" expenses must be incurred while the policy is in effect or within 180 days after this coverage is terminated.

If this coverage terminates, "our" total liability for "expenses" incurred by "you" during the 180 days after the termination will not exceed the amount equaling the difference between the limit at the time coverage terminated and the amount "we" already reimbursed "you" during that policy period.

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AA 1411 (03-06)

- D. If there is other insurance or other sources of recovery that covers any "expenses", "we" will pay only "our" share of the "expenses". "Our" share is "our" proportion of the total insurance collectable or other sources of recovery for the "expenses".
- E. If this policy and any other insurance policy issued to "you" by "us" apply to the same "identity theft or identity fraud" loss, the maximum limit of "our" liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. If there is coverage under a Homeowners policy issued by "us", that coverage shall be primary.
- F. "We" may offer, at "our" option, to refer "you" to a firm that:
 - "you" can authorize to work on "your" behalf to assist "you" in reporting and addressing the effects of "identity theft or identity fraud" to which coverage applies;
 - will consult with "you" on measures "you" might take if "you" reasonably suspect that "you" have already become, or may become a victim of "identity theft or identity fraud" to which this coverage applies; or
 - 3. if "we" do provide "you" with such a referral, "we" will pay, subject to the terms of the referral "we" provide, that firm's charges for

the work they perform consistent to the terms of "our" referral, and those charges will not be subject to the limits for "identity theft or identity fraud" coverage.

No deductible applies to Identity Theft or Identity Fraud Expenses Coverage.

- G. This coverage does not apply to:
 - 1. "Expenses" arising out of the business pursuits of any "insured".
 - "Expenses" incurred due to any fraudulent, dishonest, intentional or criminal act by an "insured" or any person acting in collusion with an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
 - 3. Loss other than "expenses".
 - Loss covered under any Credit Card, Electronic Fund Transfer Card, Access Device and Forgery Coverage, under any other policy of insurance.
 - 5. Neglect, meaning neglect of the "insured" to use all reasonable means to prevent further misuse of the "insured's" personal identifying information after discovery of the loss.

This coverage is additional insurance.

All other provisions of this policy apply.

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Page 2 of 2 AA 1411 (03-06)

AUTOMOBILE INSURANCE GUARANTEE

In recognition of your loyalty, we are pleased to provide the Automobile Insurance Guarantee.

It is agreed that the policy is amended as follows:

PART F - GENERAL PROVISIONS

The following General Provision is added:

AUTOMOBILE INSURANCE GUARANTEE

The company guarantees to continue offering automobile insurance coverage. Renewal will be in accordance with the policy forms, rules and rating plan in use by us at each six-month or twelve-month term. The premium for the coverage provided by this policy and attached endorsements is based on information about you in our possession. Any change or correction in this information could allow us to make an adjustment to your premium.

To enable us to continuously insure you, we may offer different terms and conditions at each renewal. Such differences may include, but are not limited to, changes in deductibles or coverage levels, as well as an offer to issue a new policy in another company under the same ownership or management as our company.

Any decision regarding the nonrenewal or cancellation of your policy will be in accordance with the laws, rules and regulations in the state in which this policy is issued. Our right to cancel this Guarantee shall be governed by the reasons and method of mailing set forth under the General Provisions for cancellation of the policy, and cancellation of the policy pursuant to the General Provisions shall cancel this Guarantee. Depending on the laws in your state, this Guarantee will only be in effect for as long as your agent is appointed within our family of companies.

All other provisions of this policy apply.

This endorsement is issued by the company shown in the Declarations as the issuing company.

AA1414 (08-07) Page 1 of 1

ROADSIDE ASSISTANCE COVERAGE

The policy is amended to provide Roadside Assistance Coverage.

Coverage is subject to all terms and conditions of the policy, except as changed by this endorsement.

DEFINITIONS

The Definitions section is amended as follows:

- 1. "Roadside Assistance Representative" means our contracted vendor that will provide roadside assistance of a disabled vehicle for you or any "family member".
- 2. "Private Passenger Auto" means any of the following types of vehicles:
 - a. Four wheel automobile for private passenger use;
 - b. Four wheel van; or
 - c. Pick up truck having either four or six wheels.

Insuring Agreement

ROADSIDE ASSISTANCE COVERAGE

In the event that "your covered auto" or any "private passenger auto" you or any "family member" are "occupying" becomes disabled:

- 1. Our "roadside assistance representative" will provide towing service; or
- 2. We will reimburse you for towing service;

to a location of your choice from the location of disablement subject to the mileage limit shown in the Declarations.

In addition, the following emergency roadside services are covered:

- 1. Extraction if stuck on or immediately next to a public road:
- 2. Delivery of supplies, including oil, water, other fluids and fuel;
- 3. Service to the battery;
- Changing or inflating of flat tires; and
- 5. Lockout service, up to \$100.

If any covered services are not performed by our "roadside assistance representative", we will only reimburse for reasonable and customary charges, as determined by us. Receipts for any of these services must be provided to us for consideration of payment.

This endorsement does not cover the cost of supplies, replacement parts, fluids other than two gallons of fuel, or any labor performed at a service or repair facility. A subsequent tow for the same disablement (including from a service station, garage, repair shop, or any other location) is also not covered.

TRIP INTERRUPTION EXPENSE

If you carry Roadside Assistance Plus coverage, as shown in the Declarations, we will repay you certain personal trip interruption expenses. Coverage will apply in the event any "private passenger auto" you or any "family member" are "occupying" becomes disabled at least 100 miles from your home residence. The expenses covered are:

- 1. Meals (excluding alcohol) and lodging needed when the disablement causes a delay en route; and
- 2. Commercial transportation fares for you or any "family member" to continue to the intended destination or home residence.

These expenses must be incurred between the time of disablement and arrival at your residence or destination or within 72 hours, whichever comes first. We will pay up to a maximum of \$500 for covered trip interruption expenses, based on your submitted receipts, not to exceed \$100 per day for dining and lodging.

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AA 1418 (08-08)

Limit of Liability

LOSS SETTLEMENT

- If "your covered auto" is covered by us under PART D COVERAGE FOR DAMAGE TO YOUR AUTO, and
 is disabled as a result of a covered loss, payment will be made under PART D COVERAGE FOR DAMAGE
 TO YOUR AUTO. In the event the cost of damages and the tow of "your covered auto" are below your
 deductible, payment for the tow will be made under this endorsement.
- 2. No deductible applies to Roadside Assistance Coverage.

OTHER INSURANCE

Any coverage provided under this endorsement will be excess over any other insurance or other sources of recovery. However, if we provide coverage under any other endorsements attached to your policy, the coverage provided by this endorsement will be primary.

DUPLICATE PAYMENT

We will make no duplicate payment to or for any insured for the same element of loss.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

Page 2 of 2 AA 1418 (08-08)

TOTAL LOSS DEDUCTIBLE WAIVER ENDORSEMENT

Coverage is subject to all terms and conditons of the policy, except as changed by this endorsement.

With this endorsement, **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** is amended to provide a total loss deductible waiver.

Total Loss Deductible Waiver

In the event of a total loss to "your covered auto" or any "non-owned auto" our payment will not be reduced by the deductible amount as shown in the Declarations.

This endorsement applies as stated in the Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

AA 1420 (02-08) Page 1 of 1

VANISHING DEDUCTIBLE

Coverage is subject to all terms and conditions of the policy, except as changed by this endorsement.

With this endorsement, PART D - COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

"Vanishing Deductible" means a dollar amount that serves to reduce any applicable deductibles under **PART D** on this policy.

Vanishing Deductible

In the event of a covered loss that occurs more than 30 days after the initial inception of this endorsement, we will reduce any applicable deductible under **PART D** by the "vanishing deductible" credit amount as shown in the Declarations. Your policy can earn a deductible credit amount up to a maximum of \$500.

The "vanishing deductible" credit amount applied will not be greater than the applicable deductible under **PART D** as shown in the Declarations. There is no cash value earned.

Your "vanishing deductible" cannot be applied to any other policy issued by us.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

AA1428 (03-13) Page 1 of 1

RENTAL REIMBURSEMENT/TRANSPORTATION EXPENSES – RENTAL DAYS PLUS

The provisions and exclusions that apply to Part D also apply to this endorsement except as changed by this endorsement.

ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

- "Collision Repair Service Program" means our current designated network of repair facilities that have agreed with us to provide guaranteed vehicle related repair services to our customers.
- "Glass Program" means our designated vendors and/or network of glass repairers that have agreed with us to provide guaranteed vehicle glass services to our customers.
- "Rental Program Provider" means our designated vendors or network of vendors that have agreed with us to provide rental vehicles to our customers.

Insuring Agreement

COVERED EXPENSES are either:

1. Rental Reimbursement/Transportation Expenses

- A. When there is a loss to one of "your covered autos" for which the Declarations indicates Rental Reimbursement/Transportation Expenses Coverage applies, we will reimburse you for expenses you incur to rent a substitute auto. This coverage applies only if:
 - The auto is withdrawn from use for more than 24 hours, and
 - 2. The loss is caused by "collision", or covered under Part D of this policy.

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

Our payment will be limited to that period of time reasonably required to repair or replace the auto. We will pay up to the amount shown in the Declarations as applicable to that vehicle.

B. The Transportation Expenses provision of Part D is replaced by the following:

In addition, we will pay up to the amount shown in the Declarations as applicable to that vehicle for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto". We will pay only transportation 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 pay for its loss.

2. Rental Days Plus Auto Rental Expense

- A. When there is a loss to one of "your covered autos" for which the Declarations indicates Rental Reimbursement/Transportation Expenses Coverage applies, we will reimburse you for expenses you incur to rent a substitute auto. This coverage is subject to the daily maximum limit shown in the Declarations and applies only if:
 - 1. The auto is withdrawn from use for more than 24 hours, and
 - 2. The loss is caused by "collision", or covered under Part D of this policy, and
 - 3. You agree to use a repair facility and glass vendor, as applicable, that participates in our "Collision Repair Service Program" or our "Glass Program", and
 - 4. Use a rental vehicle provided by our "Rental Program Provider".

In the event "your covered auto" is determined to be a total loss after repairs have begun, coverage continues for a reasonable amount of time after a total loss settlement is agreed to, not to exceed 30 days after the offer of the total loss settlement.

B. The Transportation Expenses provision of Part D is replaced by the following:

In addition, we will pay up to the amount shown in the Declarations as applicable to that vehicle for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto". We will pay only transportation 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 pay for its loss.

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FULL SAFETY GLASS COVERAGE

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

The following is added to the first paragraph of the Insuring Agreement in Part D:

We will pay under Other Than Collision Coverage for the cost of repairing or replacing damaged safety glass on "your covered auto" without a deductible. The premium charge for this coverage is included in your Other Than Collision Coverage. We will pay only if the Declarations indicates that both Other Than Collision Coverage applies and Full Safety Glass Coverage is included.

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NEW CAR REPLACEMENT/GAP COVERAGE

With this endorsement, the policy is amended to provide New Car Replacement/GAP Coverage. Coverage is subject to all terms and conditions of the policy including Physical Damage Coverage, except as specifically changed by this endorsement.

This endorsement applies to "your covered auto" shown in the Declarations for which a specific premium charge indicates that New Car Replacement/GAP Coverage applies. This endorsement amends **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**, on that auto only.

INSURING AGREEMENT

In the event of a covered loss which has been declared a total loss by us, we will pay:

- 1. Any financed amount, including finance charges, that you owe in excess of "your covered auto's" actual cash value: and
- The purchase price, as negotiated by us less any rebates or incentives, of a replacement vehicle for "your covered auto":
 - a. Of the same make, model and equipment, if available; or
 - b. Of similar make, model and equipment.

LIMIT OF LIABILITY

- 1. We will pay up to the financed amount you owe, that will not exceed 25 percent of the actual cash value of "your covered auto" at the time of the total loss. This payment includes up to a maximum of \$500 for fees or penalties due to early termination of "your covered auto's" loan, less any:
 - a. Overdue loan payments and charges;
 - b. Costs for extended warranties or other insurance purchased with the loan;
 - c. Balances from previous loans;
 - d. Salvage value, if you retain the salvage;
 - e. Other added expenses not related to the original loan, including but not limited to repossession expenses; or
 - f. Refunds paid or payable as a result of the early termination of "your covered auto's" loan or as a result of early termination of any extended warranties or other insurance purchased with the loan.
- We will not pay more than 110% of the original Manufacturer's Suggested Retail Price of "your covered auto" being replaced. This payment will be reduced by any amount paid or payable under Part D – Coverage For Damage To Your Auto of this policy.
- 3. If there is other insurance or other sources of recovery that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible or other source of recovery for the loss.
- 4. "Your covered auto" must:
 - a. Have been a new private passenger auto when purchased by you; and
 - b. Be covered by Other than Collision and Collision coverages.

PP 1406 (08-08) Page 1 of 2

PP 1406 (08-08)

- 5. This coverage ends:
 - a. When you replace, sell, or transfer "your covered auto";
 - b. When you refinance the amount owed; or
 - c. At the policy renewal, after "your covered auto" reaches three years of age; GAP Coverage will continue. The age is determined by subtracting your auto model year from the current model year. The current model year is the current calendar year if your policy begins prior to October 1; otherwise, the current model year is the upcoming calendar year.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

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GAP COVERAGE

With this endorsement, the policy is amended to provide GAP Coverage. Coverage is subject to all terms and conditions of the policy including Physical Damage Coverage, except as specifically changed by this endorsement.

This endorsement applies to "your covered auto" shown in the Declarations for which a specific premium charge indicates that GAP Coverage applies. This endorsement amends **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** on that auto only.

INSURING AGREEMENT

In the event of a covered loss which has been declared a total loss by us, we will pay any financed amount, including finance charges, that you owe in excess of "your covered auto's" actual cash value.

LIMIT OF LIABILITY

- 1. We will not pay more than 25 percent of the actual cash value of "your covered auto" at the time of the total loss. This payment includes up to a maximum of \$500 for fees or penalties due to early termination of "your covered auto's" loan or lease, less any:
 - a. Overdue loan or lease payments and charges;
 - b. Financial penalties, including but not limited to excess mileage or wear and tear charges;
 - c. Lease security deposits not refunded;
 - d. Costs for extended warranties or other insurance purchased with the loan or lease;
 - e. Balances from previous loans or leases;
 - f. Salvage value, if you retain the salvage;
 - g. Other added expenses not related to the original loan or lease, including but not limited to repossession expenses; or
 - h. Refunds paid or payable as a result of the early termination of "your covered auto's" loan or lease or as a result of early termination of any extended warranties or other insurance purchased with the loan or lease.
- 2. If there is other insurance or other sources of recovery that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible or other source of recovery for the loss.
- 3. "Your covered auto" must:
 - a. Have been a new private passenger auto when purchased or leased by you; and
 - b. Be covered by Other than Collision and Collision coverages.
- 4. This coverage expires:
 - a. When you replace, sell, or transfer "your covered auto";
 - b. When you refinance the amount owed; or
 - c. At the policy renewal, after "your covered auto" reaches six years of age. The age is determined by subtracting your auto model year from the current model year. The current model year is the current calendar year if your policy begins prior to October 1; otherwise, the current model year is the upcoming calendar year.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

PP 1407 (08-08) Page 1 of 1

Ais Test Agent-All 1100 Locust St Des Moines IA 50391-1100 (515) 280-4211

Producer 002 - Joe Smith

Allied Insurance

A Nationwide® Company
On Your Side™

Total Loss

Deductible Waiver

Allied Property & Casualty Insurance Company Nationwide Affinity Insurance Company of America

1100 Locust St., Dept. 1100

Des Moines, IA 50391-1100

Personal Auto

Policy Application

Missouri

Policy Number: Customer Id:

Vanishing Deductible

Named Insured 2	First	Last	Telephone (home)
			Telephone (work)
Address	Street	City	
	County	State Zipcode	
Policy Period	From: to	o: 12:01 A.M. Standard Time	

Coverages and Limits of Liability

Accident

Forgiveness

(*) Coverages shown in thousands of dollars

Roadside Assistance

	Bodily Injury Pro		Property Damage M.		ical Daymonto	Damage to your auto				
Veh ID	eacl (*)Person/	h	Property Damage I each (*)Accident		ical Payments each Person	Comprehensive Deductible	Collision Deductible	Special Physical Damage		
				<u> </u>						
Veh ID	I II Shir i imire					Underinsured Motorist Split Limits (*)Per Policy				
Veh ID	Rental Reimburse	Identity Theft Per Policy	Glass Coverage	Add'l Custom Parts and Elec. Equip. Coverage (equip. amount)			Lease Gap Coverage	Loan Gap Coverage		

Minor Violation

Forgiveness

Autos or Trailers

(Complete information is required - Must be registered to applicant)

Veh ID	Year	Make	Model	Vehicle VIN	VIN Last 7 Digits	Comp Symbol	Coll Symbol	BI Symbol	PD Symbol	PIP/MED Symbol	Cost (*)New	Licensed State
(*)	(*)Must include cost of mounted toppers, shells or campers with cost of pickup											
Auto	Auto Garaging Location - if different than applicant address											
Veh ID	Address (ity State /incode								code			

Loss Payee - Show complete loss payee name and address for each auto requiring a loss payee and/or leasing agreement.

Num	Associated Vehicle	Interest Code	Loss Payee	Address
Num	City	State	Zipcode	Loan Number
Num	Loss Payee / Lease Expiration Date			

Auto Information

(usage and type - check appropriate YES or NO box or complete as required)

Veh ID	Vehicle	e Usage	,	Auto registration your name	Jointly Owned	Any Veh damage				
Veh ID	Air Bags	Licensed as antique or classic		Restored auto(**)	Customized auto	Maximum stated value				
Veh		Purchased as			Date purchased (mmyyyy)					
/***\	(***) Primarily for parades and special functions (**) Exceptional condition and value									

(***) Primarily for parades and special functions (**) Exceptional condition and value

Additional auto information

Autos in household that we do not insure?

If self-employed artisan, please provide detail:

Additional Information

Applicant residence is Residence is a if own, since (mmyyyy)
At current address since (mmyyyy)
Time at former address
Present Ins. Company
Policy Number
if own, since (mmyyyy)

Months
Exp Date (mmddyyyy)
Years

Policy Number

Present Company is

If not previously insured explain

Other Ins. with Company?

Driver Information

Fill in or check appropriate areas.

Drv Drivers License Number State Date Licensed in state Security Number Student Student Student from home	Drv	Last Name	First Name	Gender	D.O.B.	Relate to appl	Marital Status	If divorced custody of children	U.S. Citizen
	Drv		State					100 mil	es

Additional Driver Information

Drv	Financial Response Cert(*)/State	Felonies, drunk & disorderly drugs/Narcotics	
Drv		Job description or title	
(*)Red	quired before license can be reinstated		

Accidents / Convictions / Losses

Num	Assoc Driver	SDIP Desc	Date	Loss Amount	Discover Method

Non-Driver Information

Num	First	Last	Gender	D.O.B.	Reason

Premium Payment Information

How should this be billed?	Bill to Account number	Customer paying by check or cash?
How is payment being processed?	Money submitted with application	Check Number if Customer is paying by check

Monthly Premium	Total Premium	

UNINSURED/UNDERINSURED MOTORISTS COVERAGE UNINSURED MOTORISTS BODILY INJURY COVERAGE (UMBI)

This coverage provides protection for you in the event of bodily injury caused by a hit-and-run motorist or a motorist that is financially irresponsible or who has no liability insurance.

Missouri Law requires that basic limits of Uninsured Motorists Bodily Injury Coverage shall be afforded on every auto liability policy. Basic limits are \$25,000 each person, \$50,000 each accident (Split Limit basis) or \$50,000 each accident (Combined Limit basis).

Increased limits, not exceeding the policy Bodily Injury Liability limits, of UMBI Coverage are available on an optional basis.

UNDERINSURED MOTORISTS BODILY INJURY COVERAGE (UIMBI)

This coverage is often thought of as a companion to Uninsured Motorists Coverage.

Protection is provided for you in the event of bodily injury caused by a motorist that has liability insurance but with limits that are inadequate in view of your injury.

UIMBI Coverage is available as an option with limits not exceeding the policy Bodily Injury Liability Limits.

INSURANCE INFORMATION

Most of the information needed to issue a policy comes directly from you. However, on occasion, we will need additional information or need to verify information we already have. This information is often provided by consumer reporting agencies and may include credit, motor vehicle and/or loss history reports. You have the right to access such information and to correct the information if you feel it contains errors. Additional details about our information and disclosure practices are available upon request.

STATEMENT/SIGNATURE OF APPLICANT

I (we) declare that I (we) have read the questions and special information on this application. The answers I (we) have provided to the questions are complete and truthful.

I (we) request the Company to issue a policy of insurance relying on the answers provided with the understanding that any quoted premiums are subject to Company verification.

Previously insured through your agency? If yes, how many years?			
Coverage Bound?	Time:		
Producer Code:	Date:		
Agent Signature	_	Applicant Signatures	Date

13233E (10-12) 24

COMPLETE AND RETURN

App. Number: Salesperson Number: License Number(s):

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R						YES	NO	P, O, N)										YES	NO		
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*A = Applicant, S = Spouse, C = Child, P = Parent, O = Other, N = No Relation

**Marital Status: S = Single M = Married

Top 20%
A or B Grades

COMPLETE AND RETURN

App. Number: Salesperson Number: License Number(s):

Phone No:

DRIVER INFORMATION - Continued - Fill in or check incomplete boxes.

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COMPLETE AND RETURN

App. Number: Salesperson Number: License Number(s):

Phone No:

ACCIDENTS/CONVICTIONS/LOSSES - Subject to verification by use of State Motor Vehicle Reports.

☐ YES ☐ NO If yes, complete the information below. Attach additional sheet if necessary.

	Accident (A)			Describe Accidents(s) Or Violation(s)		ver			Accidents
Dr. No.	or	# Of Points	Date Of Accident Or Violation	(In the A or V column, please show (A) Accident or (V) Violation		ault?		Death	Amount Of Prop/ Collision Damage
	Violation (V)			(V) Violation	YES	NO	YES	NO	Collision Damage
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Vou	cianature	here:		Date:					

Month Date, Year

29900 AIS TEST AGENT-ALL

AMCO Insurance Company Des Moines Regional Office 1100 Locust St. Dept. 5501 Des Moines, IA 50391-5501

INSURED NAME 1
INSURED NAME 2
INSURED ADDRESS 1
INSURED ADDRESS 2
INSURED CITY STATE ZIP

AIS TEST AGENT 1100 LOCUST STREET DEPT. 0900 DES MOINES, IA 50391-0900

NOTICE OF CANCELLATION

You are given notice that your policy is cancelled and your insurance will cease effective the hour and date shown below.

Policy No. PPAM1234567890 Cancellation is effective on XX-XX-200X at 12:01 A.M. Standard Time.

Vehicles – Year and Make: XX XXXXX

Reason(s) for this action:

WE WOULD DISPLAY CANCELLATION REASONS IN THIS AREA.

CONSUMER REPORT

The factor(s) that determined our adverse action decision was information received from the consumer reporting agency shown below. The consumer reporting agency did not make the decision to take this adverse action and cannot provide you with the specific reason why the adverse action was taken. You have the right to dispute the accuracy or completeness of any information contained in the report with the consumer reporting agency. You may request a free copy of the report from the consumer reporting agency within 60 days of the receipt of this notice. If you dispute the information and the consumer reporting agency makes changes to the content of your consumer report, please contact us so we can determine the affect on your premium or policy.

To request a copy of your consumer report, please contact:

EXPLORE INFO SERV, 2945 LONE OAK DR, STE 150, EAGAN, MN 55121, 1-888-888-0236 (Consumer Report Line 2 variable) (Consumer Report Line 3 -Variable A)

IMPORTANT INFORMATION – AUTOMOBILE

MISSOURI AUTOMOBILE INSURANCE PLAN

You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Missouri Automobile Insurance Plan. Please contact your agent for information concerning insurance through the Automobile Insurance Plan.

NC 1001 MO (09-08)

INSURED COPY

Month Date, Year

29900 AIS TEST AGENT-ALL

AMCO Insurance Company Des Moines Regional Office 1100 Locust St. Dept. 5501 Des Moines, IA 50391-5501

INSURED NAME 1
INSURED NAME 2
INSURED ADDRESS 1
INSURED ADDRESS 2
INSURED CITY STATE ZIP

AIS TEST AGENT 1100 LOCUST STREET DEPT. 0900 DES MOINES, IA 50391-0900

NOTICE OF CANCELLATION

You are given notice that your policy is cancelled and your insurance will cease effective the hour and date shown be-low.

Policy No. PPAM1234567890 Cancellation is effective on XX-XX-200X at 12:01 A.M. Standard Time.

Vehicles - Year and Make: XX XXXXX

Reason(s) for this action:

WE WOULD DISPLAY CANCELLATION REASONS IN THIS AREA.

CONSUMER REPORT

The factor(s) that determined our adverse action decision was information received from the consumer reporting agency shown below. The consumer reporting agency did not make the decision to take this adverse action and cannot provide you with the specific reason why the adverse action was taken. You have the right to dispute the accuracy or completeness of any information contained in the report with the consumer reporting agency. You may request a free copy of the report from the consumer reporting agency within 60 days of the receipt of this notice. If you dispute the information and the consumer reporting agency makes changes to the content of your consumer report, please contact us so we can determine the affect on your premium or policy.

To request a copy of your consumer report, please contact:

EXPLORE INFO SERV, 2945 LONE OAK DR, STE 150, EAGAN, MN 55121, 1-888-888-0236 (Consumer Report Line 2 variable) (Consumer Report Line 3 -Variable A)

IMPORTANT INFORMATION - AUTOMOBILE

MISSOURI AUTOMOBILE INSURANCE PLAN

You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Missouri Automobile Insurance Plan. Please contact your agent for information concerning insurance through the Automobile Insurance Plan.

OFFER TO EXCLUDE NAMED DRIVER

Offer to Continue Insurance: Your policy is being cancelled or nonrenewed because of the record of the individual(s) named below. In lieu of cancelling or nonrenewing your insurance, we will continue your policy provided that the individual(s) whose record has justified the cancellation or nonrenewal is (are) excluded from coverage under the policy. The Named Driver Exclusion Agreement requires the signature of the named insured. We request that the Exclusion Agreement be signed by the Named Insured and 1 copy returned to the Company within 10 days.

NAMED DRIVER EXCLUSION AGREEMENT AA0349 (03-92)

THE PROVISIONS OF THIS POLICY DO NOT APPLY AND THERE IS NO COVERAGE PROVIDED WHILE THE COVERED AUTO OR ANY OTHER VEHICLE IS BEING DRIVEN OR OPERATED BY THE FOLLOWING NAMED PERSON:

NAME:	
VOLID SIGNATURE ON T	THIS AGREEMENT INDICATES YOUR ACCEPTANCE OF ITS PROVISIONS:
TOUR SIGNATURE ON T	HIS AGREEMENT INDICATES TOUR ACCEPTANCE OF ITS PROVISIONS.
NAMED INSURED:	
SIGNATURE OF EACH NAMED INSURED REQUIRED	
	SIGNATURE OF NAMED INSURED
	SIGNATURE OF NAMED INSURED
DATE:	
	LIES TO THIS POLICY AND TO SUBSEQUENT RENEWALS OR SUCH TIME AS THERE IS MUTUAL AGREEMENT FOR ITS TERMINATION.

NC 1002 MO (09-08) INSURED COPY Page 2 of 2

Date

Agent Number Agent Name Agent City State ZIP

AMCO Insurance Company Des Moines Regional Office 1100 Locust St. Dept. 5501 Des Moines, IA 50391-5501

INSURED NAME 1
INSURED NAME 2
INSURED ADDRESS 1
INSURED ADDRESS 2
INSURED CITY STATE ZIP

AIS TEST AGENT 1100 LOCUST STREET DEPT. 0900 DES MOINES, IA 50391-0900

NOTICE OF CANCELLATION

You are given notice that your policy is cancelled and your insurance will cease effective the hour and date shown below.

Policy No.

Cancellation is effective on (date) at 12:01 A.M. Standard Time.

Vehicles – Year and Make:

Reason(s) for this action:

IMPORTANT INFORMATION – AUTOMOBILE

MISSOURI AUTOMOBILE INSURANCE PLAN

You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Missouri Automobile Insurance Plan. Please contact your agent for information concerning insurance through the Automobile Insurance Plan.

NC 1003 MO (09-08)

INSURED COPY

Month Date, Year

29900 AIS TEST AGENT-ALL

AMCO Insurance Company Des Moines Regional Office 1100 Locust St. Dept. 5501 Des Moines, IA 50391-5501

INSURED NAME 1 INSURED NAME 2 INSURED ADDRESS 1 INSURED ADDRESS 2 INSURED CITY STATE ZIP AIS TEST AGENT 1100 LOCUST STREET DEPT. 0900 DES MOINES, IA 50391-0900

NOTICE OF NONRENEWAL

You are given notice that your policy will expire effective the hour and date shown below and will not be renewed.

Policy No. PPAM1234567890 Expiration is effective on XX-XX-200X at 12:01 A.M. Standard Time.

Vehicles – Year and Make: XX XXXXX

Reason(s) for this action:

WE WOULD DISPLAY NONRENEWAL REASONS IN THIS AREA.

CONSUMER REPORT

The factor(s) that determined our adverse action decision was information received from the consumer reporting agency shown below. The consumer reporting agency did not make the decision to take this adverse action and cannot provide you with the specific reason why the adverse action was taken. You have the right to dispute the accuracy or completeness of any information contained in the report with the consumer reporting agency. You may request a free copy of the report from the consumer reporting agency within 60 days of the receipt of this notice. If you dispute the information and the consumer reporting agency makes changes to the content of your consumer report, please contact us so we can determine the affect on your premium or policy.

To request a copy of your consumer report, please contact:

EXPLORE INFO SERV, 2945 LONE OAK DR, STE 150, EAGAN, MN 55121, 1-888-888-0236 (Consumer Report Line 2 variable) (Consumer Report Line 3 -Variable A)

IMPORTANT INFORMATION – AUTOMOBILE

MISSOURI AUTOMOBILE INSURANCE PLAN

You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Missouri Automobile Insurance Plan. Please contact your agent for information concerning insurance through the Automobile Insurance Plan.

Month Date, Year

29900

AIS TEST AGENT-ALL

AMCO Insurance Company Des Moines Regional Office 1100 Locust St. Dept. 5501 Des Moines, IA 50391-5501

INSURED NAME 1
INSURED NAME 2
INSURED ADDRESS 1
INSURED ADDRESS 2
INSURED CITY STATE ZIP

AIS TEST AGENT 1100 LOCUST STREET DEPT. 0900 DES MOINES, IA 50391-0900

NOTICE OF NONRENEWAL

You are given notice that your policy will expire effective the hour and date shown below and will not be renewed.

Policy No. PPAM1234567890 Expiration is effective on XX-XX-200X at 12:01 A.M. Standard Time.

Vehicles – Year and Make: XX XXXXXX

Reason(s) for this action:

WE WOULD DISPLAY CANCELLATION REASONS IN THIS AREA.

CONSUMER REPORT

The factor(s) that determined our adverse action decision was information received from the consumer reporting agency shown below. The consumer reporting agency did not make the decision to take this adverse action and cannot provide you with the specific reason why the adverse action was taken. You have the right to dispute the accuracy or completeness of any information contained in the report with the consumer reporting agency. You may request a free copy of the report from the consumer reporting agency within 60 days of the receipt of this notice. If you dispute the information and the consumer reporting agency makes changes to the content of your consumer report, please contact us so we can determine the affect on your premium or policy.

To request a copy of your consumer report, please contact:

EXPLORE INFO SERV, 2945 LONE OAK DR, STE 150, EAGAN, MN 55121, 1-888-888-0236 (Consumer Report Line 2 variable) (Consumer Report Line 3 -Variable A)

IMPORTANT INFORMATION - AUTOMOBILE

MISSOURI AUTOMOBILE INSURANCE PLAN

You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Missouri Automobile Insurance Plan. Please contact your agent for information concerning insurance through the Automobile Insurance Plan.

COVERAGE LIMITATION AND EXCLUSION AGREEMENT OFFER

Offer to Continue Insurance: Your policy is being cancelled or nonrenewed because of the record of the individual(s) named below. In lieu of cancelling or nonrenewing your insurance, we will continue your policy provided that the following agreement is acceptable. This Agreement requires the signature of each named insured. We request that the Agreement be signed by the Named Insured(s) and one copy returned to the Company within 10 days.

NAMED DRIVER COVERAGE LIMITATION AND EXCLUSION AGREEMENT AA 0076 (08-97)

A. Limitation of Coverage.

- 1. We do not provide Bodily Injury and Property Damage Liability Coverage to the extent that the Limits of Liability for each of these coverages exceed the applicable minimum limits for liability specified by the Missouri Financial Responsibility Law while any "your covered auto" or any other vehicle is being driven or operated by the driver specifically named below. The applicable minimum limits are:
 - a. \$60,000 for each accident for Bodily Injury and Property Damage, if the limit of liability for coverage is a single limit that applies for each accident, or
 - b. \$25,000 for each person/\$50,000 for each accident for Bodily Injury, if the limit of liability for coverage is indicated as a split limit.
 - c. \$10,000 for each accident for Property Damage, if the limit of liability for coverage is indicated as a split limit.
- 2. We do not provide Uninsured Motorist Coverage to the extend that the Limits of Liability exceed the applicable minimum limits specified by the Missouri Financial Responsibility Law while any "your covered auto" or any other vehicle is being driven or operated by the driver specifically named below. The applicable minimum limits are:
 - a. \$50,000 for each accident for Bodily Injury, if the limit of liability for coverage is a single limit, or
 - b. \$25,000 for each person/\$50,000 for each accident for Bodily Injury, if the limit of liability for coverage is indicated as a split limit.
- 3. A.3 If any other insurance policy provides Liability Coverage or Uninsured Motorist Coverage in at least the limits provided in A.1. or A.2. of this endorsement, then there is no Liability Coverage or Uninsured Motorists Coverage provided by this policy.

Exclusion of Coverage.

The provisions of this policy do not apply and there is no coverage provided, except as indicated under Paragraph A. above, while "your covered auto" or any other vehicle is being driven or operated by the driver specifically named below:

NAMED DRIVER (S):		
NAMED INSURED:		
SIGNATURE OF EACH NAMED INSURED REQUIRED		
	SIGNATURE OF NAMED INSURED	
	SIGNATURE OF NAMED INSURED	
DATE:		
	LIES TO THIS POLICY AND TO SUBSEQUENT RENEWALS OR	

CONTINUATIONS UNTIL SUCH TIME AS THERE IS MUTUAL AGREEMENT FOR ITS TERMINATION.

Month Date, Year

29900

AIS TEST AGENT-ALL

AMCO Insurance Company Des Moines Regional Office 1100 Locust St. Dept. 5501 Des Moines, IA 50391-5501

INSURED NAME 1
INSURED NAME 2
INSURED ADDRESS 1
INSURED ADDRESS 2
INSURED CITY STATE ZIP

AIS TEST AGENT 1100 LOCUST STREET DEPT. 0900 DES MOINES, IA 50391-0900

NOTICE OF NONRENEWAL

You are given notice that your policy will expire effective the hour and date shown below and will not be renewed.

Policy No. PPAM1234567890

Expiration is effective on XX-XX-200X at 12:01 A.M. Standard Time.

Vehicles – Year and Make: XX XXXXX

Reason(s) for this action:

WE WOULD DISPLAY NONRENEWAL REASONS IN THIS AREA.

IMPORTANT INFORMATION – AUTOMOBILE

MISSOURI AUTOMOBILE INSURANCE PLAN

You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Missouri Automobile Insurance Plan. Please contact your agent for information concerning insurance through the Automobile Insurance Plan.

NOTICE OF NONRENEWAL

Dear Policyholder:

You are given notice that your Policy No. will expire effective the hour and date shown below and the policy will not be renewed. Nonrenewal is because your agent no longer has a contract to represent our Company for the purposes of issuing new, renewal, or continuation policies.

Nonrenewal is effective

at 12:01 A.M. Standard Time.

Underwriting Department Authorized Representative

Loan Number:

IMPORTANT INFORMATION - AUTOMOBILE NOTICE

You may obtain automobile insurance through the Missouri Automobile Insurance Plan if you qualify. We urge you to contact an agent of your choice immediately for further information.

SERFF Tracking #: NWPP-128975620 State Tracking #: Company Tracking #: 002-26-APF-13-059

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Supporting Document Schedules

Filing Memorandum				
Attached is the Forms Filing letter explaining the filing.				
Form Filing - MO Auto AMCO New Company.pdf				
REVIEWED				
05/03/2013				
Forms Withdrawal Letter				
Attached is a letter requesting 3 forms be withdrawn from the filing.				
Form Filing - MO Auto AMCO New Company Form Withdrawal letter.pdf				
REVIEWED				
05/03/2013				
Objection Letter Response				
Attached is the Objection Letter response.				
Objection letter response - MO Auto AMCO New Company.pdf				
REVIEWED				
05/03/2013				
Mock up of new Uninsured Motorist form				
Attached is a mock up of the new Uninsured Motorist form AA1407 (08-13). The new form is based upon AA1407 (08-08).				
AA1407-0813-00 Mock up v3.pdf				
REVIEWED				
05/03/2013				



April 12, 2013

Hon. John Huff Director of Insurance Missouri Department of Insurance P.O. Box 690 Jefferson City, MO 65102

AMCO Insurance Company

NAIC: 140-19100

FEIN Number: 42-6054959

Filing No: 002-26-APF-13-059 Personal Lines – Personal Auto

Form Filing

Dear Commissioner Huff:

At this time, we would like to place on file the following forms contained within this filing for AMCO Insurance Company. These had previously been filed and approved for Allied Property and Casualty Insurance Company NAIC: 140-42579.

We request your approval to implement this filing effective on or after August 1, 2013 for New Business and September 1, 2013 Renewal Business. Please let me know if I can provide any additional information or clarification regarding approval of this filing. I will respond promptly.

Sincerely,

John Reutter

John Reutter Compliance Specialist AMCO Insurance company 1-800-532-1436 Ext. 5388 reuttei@nationwide.com



April 25, 2013

Ms. Gina Clark Missouri Department of Insurance P.O. Box 690 Jefferson City, MO 65102

AMCO Insurance Company

NAIC: 140-19100

FEIN Number: 42-6054959

Filing No: 002-26-APF-13-059 Personal Lines – Personal Auto

Form Filing

Ms.Clark

At this time, we would like to withdraw the following forms we have filed.

AUTO LOAN/LEASE COVERAGE	AA0336	07-03
AUTOMOBILE INSURANCE GUARANTEE	AA1414	08-07
NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT	PP0315	03-06

We are still asking the remaining forms be reviewed for approval.

We request your approval to implement this filing effective on or after August 1, 2013 for New Business and September 1, 2013 Renewal Business. Please let me know if I can provide any additional information or clarification regarding approval of this filing. I will respond promptly.

Sincerely,

John Reutter

John Reutter Compliance Specialist AMCO Insurance company 1-800-532-1436 Ext. 5388 reuttej@nationwide.com



April 30, 2013

Gina Clark Missouri Department of Insurance P.O. Box 690 Jefferson City, MO 65102

AMCO Insurance Company

NAIC: 140-19100

FEIN Number: 42-6054959

Filing No: 002-26-APF-13-059 Personal Lines – Personal Auto

Form Filing

Dear Ms. Clark

I am responding to your April 25, 2013 objection letter regarding our recent forms filing as part of NWPP-128975620. Your letter had three objections to our AA1407 Uninsured Motorist Endorsement.

I am submitting a new AA1407 Uninsured Motorist Endorsement, replacing what we had filed.

New FormDescriptionOld FormAA01407 (08-13)Uninsured Motorist EndorsementAA1407 (08-08)

We request your approval to implement this filing effective on or after August 1, 2013 for New Business and September 1, 2013 Renewal Business. Please let me know if I can provide any additional information or clarification regarding approval of this filing. I will respond promptly.

Sincerely,

John Reutter

John Reutter Compliance Specialist AMCO Insurance company 1-800-532-1436 Ext. 5388 reuttej@nationwide.com

EXPLANATORY MEMORANDUM

AA1407 (08-13) Uninsured Motorist Endorsement

The Uninsured Motorist Endorsement has been change to define "Accident" under the **INSURING AGREEMENT.** The "consent to-bind" provision has also been deleted and replaced. On page 1, the definition of uninsured motor vehicle has been revised to clarify the State of Missouri instead of state principally garaged. On page 1, the exception 1 has been revised to the definition of uninsured motor vehicle is being revised. On page 2, the "consent-to-settle" exclusion has also been revised.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - MISSOURI

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

I. PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 - 1. Sustained by an "insured"; and
 - 2. Caused by an accident.

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

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

No judgment for damages arising out of a suit brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

- 1. Received reasonable notice of the pendency of the suit resulting in the judgment; and
- 2. Had a reasonable opportunity to protect our interests in the suit.
- **B.** "Accident" as used in this Part includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- C. B. "Insured" as used in this Part means:
 - 1. You.
 - Any "family member" who does not own an auto.
 - 3. Any "family member" who owns an auto, but only while "occupying" "your covered auto".
 - Any other person "occupying" "your covered auto".
 - 5. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1.. 2.. 3. or 4. above.
- D. C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

- 1. To which no bodily injury liability bond or policy applies at the time of the accident.
- 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of Missouri the state in which "your covered auto" is principally garaged.
- Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit-andrun vehicle the facts of the accident must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

- 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

- Owned by or furnished or available for the regular use of you or any "family member". to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
- Owned or operated by a self-insurer under any applicable motor vehicle law, except a selfinsurer which is or becomes insolvent.
- 3. Operated on rails or crawler treads.
- 4. Designed mainly for use off public roads while not on public roads.
- 5. While located for use as a residence or premises.

EXCLUSIONS

AA 1407 (08-08) Page 1 of 3

AA 1407 (08-08)

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - While "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - However, this Exclusion (A.1.) does not apply to "bodily injury" sustained by you or any "family member".
 - 2. If that "insured" or the legal representative settles the "bodily injury" claim without our consent. However, this Exclusion (A.2.) does not apply if such settlement does not prejudice our right to recover payment to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
 - While "occupying" "your covered auto" when it is being used to carry persons or property for compensation or a fee. This Exclusion (A.3.) does not apply to a share-the-expense car pool.
 - 4. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.4.) does not apply to a "family member" using "your covered auto" which is owned by you.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any such accident. Subject to this maximum 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 of:

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

- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A but does not include any amounts paid or payable under:
 - 1. Part B: or
 - 2. Any workers' compensation law, disability benefits law or similar law.

OTHER INSURANCE

If there is other applicable uninsured motorists coverage similar to the insurance provided under this Part of the policy, 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.

II. PART E – DUTIES AFTER AN ACCIDENT OR LOSS

In addition to the duties in **PART E - DUTIES AFTER AN ACCIDENT OR LOSS** of this policy, a person seeking coverage for "bodily injury" sustained in an accident involving an "uninsured motor vehicle" must also promptly:

- Notify the police if a hit-and-run driver is involved.
- 2. Send us copies of the legal papers if a suit is brought.
- Provide us with a copy of the petition or complaint, by personal service or certified mail, if the "insured" brings an action against the owner or operator of the "uninsured motor vehicle" or any other person or entity who may be considered liable for those damages.
- 4. Make available all pleadings and depositions for copying by is or furnish us with copies at our expense.

III. PART F - GENERAL PROVISIONS

The **TWO OR MORE AUTO POLICIES** Provision in Part F is replaced by the following:

TWO OR MORE AUTO POLICIES

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

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

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SERFF Tracking #: NWPP-128975620 State Tracking #: Company Tracking #: 002-26-APF-13-059

State: Missouri Filing Company: AMCO Insurance Company

TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)

Product Name:Personal AutoProject Name/Number:AMCO Forms Filing/

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/11/2013	SUPERSEDED 05/03/2013	Form	AUTO LOAN/LEASE COVERAGE	04/24/2013	AA0336-0703-02.pdf
04/11/2013	SUPERSEDED 05/03/2013	Form	UNINSURED MOTORISTS ENDORSEMENT	04/30/2013	AA1407-0808-00.pdf (Superceded)
04/11/2013	SUPERSEDED 05/03/2013	Form	AUTOMOBILE INSURANCE GUARANTEE	04/24/2013	AA1414-0807-00.pdf
04/11/2013	SUPERSEDED 05/03/2013	Form	NEW CAR REPLACEMENT GAP COVERAGE ENDORSEMENT	04/24/2013	PP0315-0306-00.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - MISSOURI

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

I. PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 - 1. Sustained by an "insured"; and
 - 2. Caused by an accident.

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

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

- B. "Insured" as used in this Part means:
 - 1. You.
 - 2. Any "family member" who does not own an auto.
 - Any "family member" who owns an auto, but only while "occupying" "your covered auto".
 - 4. Any other person "occupying" "your covered auto".
 - 5. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1., 2., 3. or 4. above.
- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 - 1. To which no bodily injury liability bond or policy applies at the time of the accident.
 - To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
 - Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";

- b. A vehicle which you or any "family member" are "occupying"; or
- c. "Your covered auto".

If there is no physical contact with the hit-andrun vehicle the facts of the accident must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

- 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

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

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - While "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - However, this Exclusion (A.1.) does not apply to "bodily injury" sustained by you or any "family member".
 - If that "insured" or the legal representative settles the "bodily injury" claim without our consent. However, this Exclusion (A.2.) does not apply if such settlement does not prejudice our right to recover payment.
 - 3. While "occupying" "your covered auto" when it is being used to carry persons or property for

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- compensation or a fee. This Exclusion (A.3.) does not apply to a share-the-expense car pool.
- 4. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.4.) does not apply to a "family member" using "your covered auto" which is owned by you.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any such accident. Subject to this maximum 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 of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles shown in the Declarations: or
- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- We will not make a duplicate payment under this coverage for any element of loss for which

payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A but does not include any amounts paid or payable under:

- 1. Part B; or
- Any workers' compensation law, disability benefits law or similar law.

OTHER INSURANCE

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