

**KANSAS AMENDATORY ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE COVERAGE PROVIDED BY THE POLICY – PLEASE READ IT CAREFULLY.

ALL CHANGES IDENTIFIED BELOW ARE EFFECTIVE ONLY FOR THE SPECIFIC COVERAGE IDENTIFIED. ALL TERMS AND CONDITIONS OF THE POLICY REMAIN IN EFFECT AND UNCHANGED UNLESS SPECIFICALLY AMENDED BY THIS ENDORSEMENT.

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**AGREEMENT**

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The following paragraph is added directly below the second paragraph:

The coverage contained in this policy is provided in accordance with the coverage required by the **Kansas Automobile Injury Reparations Act**.

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**IMPORTANT NOTICES**

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The third paragraph is deleted in its entirety and replaced with the following:

**Any person who, knowingly and with intent to defraud, presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for personal or commercial insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto has committed a fraudulent insurance act.**

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**LIABILITY COVERAGE**

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**Coverage Limits**

The fourth paragraph is deleted in its entirety and replaced with the following:

4. *We* will not pay any damages or expenses under **LIABILITY COVERAGE** that have already been paid under **PERSONAL INJURY PROTECTION COVERAGE, UNINSURED / UNDERINSURED MOTORIST COVERAGE**, or any other coverage or benefit of any policy *we* issued to *you* or a *resident relative* unless such payments are otherwise required under applicable law.

**Exclusions**

Exclusion 9 is deleted in its entirety.

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**MEDICAL PAYMENTS COVERAGE**

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This coverage is deleted in its entirety and replaced with **PERSONAL INJURY PROTECTION COVERAGE** as follows:

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**PERSONAL INJURY PROTECTION COVERAGE**

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*You* only have those portions of this coverage that are listed in the Schedule shown in this section or shown in the *declarations* with a limit of liability and a premium charge and then only to the extent of the coverage listed in such Schedule or *declarations*.

**SCHEDULE:**

**Personal Injury Protection Benefits**

Medical Expenses

Rehabilitation Expenses

Wage Loss

Essential Services

Funeral Expenses

**Limit of Liability**

\$4,500 per person

\$4,500 per person

Up to \$900 per month for 12 months

\$25 per day for a maximum of 365 days

\$2,000 per person

Survivor's Loss

Up to \$900 per month for "wage loss" and \$25 per day for maximum of 365 days for essential services.

### Insuring Agreement

As required by the **Kansas Automobile Injury Reparations Act**, we will pay the benefits below for **bodily injury** to an **insured** caused by an **accident** involving the ownership, maintenance, or use of a **motor vehicle**:

1. **Medical Expense:** Reasonable charges incurred for necessary medical, psychological, surgical, X-ray, and dental services, including eyeglasses, hearing aids, and prosthetic devices and necessary ambulance, hospital and nursing services. Medical services include service recognized under Kansas law for an **insured** who relies upon religious healing alone. Otherwise, health care services must be provided by providers licensed by the Board of Healing Arts or by licensed psychologists. However, the term Medical Expenses does not include the portion of any charge for a room in any hospital, clinic, nursing home or extended care facility in excess of the reasonable and customary charge for semi-private accommodations unless intensive care is medically required. Medical expenses do not include rehabilitation expense as defined below.
2. **Rehabilitation Expense:** Are reasonable expenses incurred for necessary psychiatric or psychological services; occupational therapy or training reasonably needed so an **insured** can obtain suitable work. The services, training or therapy must be recognized and be medically accepted; be reasonable and appropriate; contribute to the rehabilitation; and be reasonable in relation to the probable rehabilitation effect. Rehabilitation expenses do not include medical expenses.
3. **Wage Loss:** This covers the loss of an **insured's monthly wages** when an **insured** cannot work because of **bodily injury** received in a **motor vehicle accident**. The **bodily injury** must be the proximate cause of the **insured's** inability to work; and is subject to the limits stated under this coverage. Wage loss benefits shall be paid for no more than one year after the date an **insured** first becomes unable to work.
  - A. With respect to an insured who was employed at the time of loss, wage loss benefits shall be calculated as one-twelfth of the **insured's** anticipated annual earnings at the time of loss or the maximum wage loss benefits shown in the Schedule above or in the **Declarations** whichever is less.
  - B. For an **insured** who was unemployed at the time of loss, one-twelfth of the insured's anticipated annual earnings for the time the insured would reasonably be expected to be regularly employed or the maximum wage loss benefits shown in the Schedule above or in the **Declarations** whichever is less. If an unemployed **insured** had been previously employed, we will average the **insured's** annual earnings for up to five years before the year of the accident to determine the anticipated annual earnings.
  - C. For both employed and unemployed **insured's** wage loss benefits shall be paid at a rate of 100% of monthly earnings. However, if wage loss benefits are not to be included for federal income tax purposes, wage loss benefits shall be limited to 85% of monthly earnings.
4. **Essential Services:** Are reasonable expenses incurred by the **insured** for ordinary and necessary services the **insured** would have completed but for his/her **bodily injury**. These services could be for the benefit of the **insured** or for a **family member**. The benefit period for essential services begins on the date the first expenses are incurred.
5. **Funeral Expenses:** Are expenses incurred for the funeral, burial, or cremation of an **insured**.
6. **Survivor's Loss:** These benefits are paid to a surviving spouse or minor child of an **insured** and include **wage loss** benefits and **essential services** benefits that would have been available to the **insured** but for his/her death. Survivor's loss benefits are payable for one year after the **insured's** death less the number of months the **insured** had received benefits for the wage loss. Expenses the survivors would have incurred but avoided because of the **insured's** death are also subtracted from the amount of benefits available under this coverage. If the deceased **insured** was receiving social security, retirement, or pension benefits at the time of the **insured's** death, the wage loss portion of survivor's loss benefit shall be calculated as being one twelfth of the difference between the annual amount of social security benefits, retirement benefits, or both that the **insured** was receiving at the time of death and the annual amount of the same benefits the survivor receives after the **insured's** death.

### Additional Definitions

1. **Insured** as used in **PERSONAL INJURY PROTECTION** means any of the following:

A. A *named insured* and any *resident relative* of the first *named insured* who does not own a *motor vehicle* and who suffers *bodily injury* while *occupying* any *motor vehicle* or by being struck by any *motor vehicle* while a pedestrian.

B. Any other *person* who suffers *bodily injury* while *occupying your insured motor vehicle* or through direct physical contact with *your insured motor vehicle* while not *occupying* another *motor vehicle*.

2. *Insured Motor Vehicle* as used in PERSONAL INJURY PROTECTION means *your car*, a *temporary substitute car*, or a *newly acquired car*.
3. *Motor Vehicle* as used in PERSONAL INJURY PROTECTION means any motorized vehicle of any kind required to be registered in Kansas including any *trailer* or semi-trailer designed for use with such vehicle. *Motor vehicle* does not include motorized bicycles also known as mopeds.

#### Payments Under This Coverage

1. Benefits due under PERSONAL INJURY PROTECTION COVERAGE shall be overdue if not paid within thirty (30) days after we are furnished with written notice of claim for a covered loss and sufficient information to determine applicability of coverage to such loss. Wage loss benefits shall be paid not less than every two (2) weeks after such notice.
2. If written notice is not furnished for the entire claim, any partial amounts supported by written notice of a covered claim are overdue if not paid within thirty (30) days after such notice furnished. Any part or all of the remaining covered claim that is subsequently supported by written notice is overdue if not paid within thirty (30) days after we receive notice of such claim.
3. Overdue payments shall bear simple interest at the rate of 18% per year.
4. In the case of *medical treatment*, our obligation under this PERSONAL INJURY PROTECTION COVERAGE is to pay the necessary and reasonable cost of such services directly to such medical provider. In doing so we may negotiate, compromise or otherwise secure a reduction of the total amount due.

#### Exclusions

We will not provide coverage or benefits under PERSONAL INJURY PROTECTION COVERAGE to any of the following:

1. Any *person* while *occupying* any *motor vehicle* other than an *insured motor vehicle* that is *owned* by *you* or that *person*.
2. Any person who is *using* an *insured motor vehicle* without *your* express or implied consent.
3. Any *person* if such *bodily injury* was intentionally caused by that *person*.
4. Any *person* who was an intentional converter of a *motor vehicle* at the time the injury was sustained.
5. Any *person* resulting from conduct within the course of a business of repairing, servicing or otherwise maintaining motor vehicles, unless such conduct occurred off of the business premises.
6. Any *person* from conduct involved in loading or unloading a *motor vehicle*. This exclusion does not apply while that *person* is *occupying* a *motor vehicle*.
7. Any *person* other than a *named insured* if that *person* is an *owner* of *motor vehicle* that must be *insured* under the requirements of the Kansas Automobile Injury Reparations Act.
8. Any *person* other than a *named insured* while *occupying*, or struck by another *motor vehicle* other than an *insured motor vehicle* that is insured as required by the Kansas Automobile Reparations Act.
9. Any *person* other than a *named insured* or any *resident relative* who is neither a resident of Kansas, nor *occupying your insured motor vehicle*.
10. Any *person* who makes a claim for *bodily injury* more than two years from the date of such injury.

#### Coverage Limits

1. The most we will pay for any claim shall be the limits of liability shown in the Schedules shown above in this coverage or in the *declarations* for each *insured* injured in any *motor vehicle accident* regardless of the number of *insureds*, policies or bonds applicable, claims made or the number of *insured motor vehicles* to which this coverage applies.
2. Any amounts otherwise payable under this coverage shall be reduced by any payments received because of the *bodily injury* under workers compensation law.

### Other Insurance

1. If any *insured* under this policy is also an *insured* under another policy or would be *insured* by a self-insurer for **PERSONAL INJURY PROTECTION** benefits the maximum amount payable for such benefits shall be the highest applicable limit available under any one policy.
2. If *you* or a relative sustain *bodily injury* while *occupying*, or when struck by a *motor vehicle*, other than the *insured motor vehicle*, any coverage provided by this policy shall be excess to any coverage provided by such *motor vehicle*.

### Insured's Duties Under This Part

A *person* seeking **PERSONAL INJURY PROTECTION COVERAGE** must do all of the following:

1. Promptly give *us* notice of any *accident* and notice of claim under this coverage part. The notice shall identify the *person* making such claim and shall state, to the extent possible, the nature of the loss, a detailed description of loss, including how, when, and where the accident happened the amount of such loss, the relationship of the claimant to a *named insured* or *relative* and such other information as we might reasonably require in order to determine *our* liability for such claim.
2. Submit to physical or mental exams *we* select as often as *we* require. *We* will pay for these exams.
3. Give *us* full written proof of any claim, including all details concerning the *insured's bodily injury* and the treatment of such injury and any other information that may assist us in determining the amount due and payable. The *insured* shall sign all release forms necessary for us to obtain the *insured's* health care records.

### Territory Restriction

**PERSONAL INJURY PROTECTION COVERAGE** does not apply to any *person* who sustains *bodily injury* in an *accident* that occurs outside of the state of Kansas, unless that person is *you* or a *resident relative*.

### Our Right To Recover Payment

1. If *we* make a payment under **PERSONAL INJURY PROTECTION COVERAGE** and the *insured* to or for whom such payment is made has the right to recover damages from another and such *insured* fails to bring legal action against another within 18 months after the date of the *accident* resulting in *bodily injury*, such failure shall result in an assignment to *us* (to the extent of *our* payment) of any cause of action that the *insured* may have for *bodily injury*. *We* may enforce such action in the *insured's* name for their benefit as their interest may appear by proper action in a court of competent jurisdiction. The court may affix attorney fees to be shared by *us* and the *insured* in amounts determined by the court.
2. If *we* make a payment under **PERSONAL INJURY PROTECTION COVERAGE** and the *insured* to or for whom payment is made recovers damages from another, *we* shall be subrogated to the extent of *our* payment. *We* shall have a lien against such recovery and *we* may intervene in any action to protect and enforce this lien. If the *insured* recovers damages before the completion of personal injury protection benefits, the amount of damages recovered that exceeds *our* payment of personal injury protection benefits to date shall be credited against additional payments of such benefits. *Our* right subrogation shall be reduced by the percentage of negligence attributed to the *insured*.

### Compulsory Insurance Laws

*We* will pay any claim that a *compulsory insurance law* requires *us* to pay, without regard to the terms of this policy, but *we* will only pay those benefits and limits required by such law to the extent there is no other insurance that satisfies such requirements. *We* will not pay any other coverage, benefit, or limit that the *compulsory insurance law* does not otherwise require. This limit on *our* payment obligation applies even if the obligation arises because *we* certified this policy as proof of financial responsibility under state law. *We* reserve the right to seek recovery for such payments from *you* and any *person* or *persons* responsible for the *accident* as permitted by law.

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**STANDARD POLICY TERMS  
APPLICABLE TO ALL COVERAGE PARTS**

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### Fraud, Misrepresentations and Omissions

Paragraph 1 is deleted and replaced as follows:

1. **We** do not provide coverage under any part of this policy for any **insured** or any other **person** or entity seeking any benefits under this policy, whether before or after a loss, who knowingly and with intent to defraud presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by **us**, any insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement which such person knows to contain materially false information in connection with any **accident** or loss for which coverage is sought under this policy.

### Termination

Paragraphs (1) **Cancellation** and (2) **Non-renewal** are deleted in their entirety and replaced with the following:

1. **Cancellation.** This policy may be cancelled during the policy period as follows:
  - A. **You** may cancel this policy by giving **us** advance signed written or oral notice of the date cancellation is to take effect. At **our** option, **we** may accept verbal notice.
  - B. **We** may cancel this policy by mailing **you** notice of cancellation, by certified or registered mail, United States post office certificate of mailing, or any other mail tracking method currently used, approved or accepted by the United States Postal Service, to the address shown on the last **declarations we** issued prior to the mailing of the notice:
    - i. At least 5 days' notice if **we** cancel for nonpayment of premium, or
    - ii. At least 30 days' notice if **we** cancel for any other reason.
  - C. **We** may cancel this policy within the first sixty (60) days of the inception of the policy for any reason during said period by providing notice to **you** as set forth in subparagraph B above.
  - D. After this policy has been in effect sixty (60) days or more, or if this policy is a renewal or continuation policy, **we** may exercise our right to cancel the insurance afforded under the coverage of this policy, if any of the following occur:
    - i. **You** fail to discharge when due any obligations in connection with the payment of premium for this policy or any installment thereof whether payable directly or under any premium finance plan.
    - ii. This policy was obtained through fraudulent misrepresentation.
    - iii. **You** violate any of the terms and conditions of this policy.
    - iv. **You** or any other operator who either resides in the same household or who customarily operates a **car** insured under the policy:
      - a. Has had his or her driver's license suspended or revoked during the policy period; or
      - b. Is or becomes subject to epilepsy or heart attacks, and cannot produce a certificate from a physician testifying to his or her ability to operate a motor vehicle; or
      - c. Is or has been convicted during the 36 months immediately preceding the effective date of the policy of during the policy period, for any of the following:
        1. Any felony.
        2. Criminal negligence resulting in death, homicide or assault, arising out of the operation of a motor vehicle.
        3. Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs.
        4. Leaving the scene of an **accident** without stopping to report.
        5. Theft of a motor vehicle.
        6. Making false statements in an application for a driver's license.
        7. A third moving violation, committed within a period of 18 months, of:
          - A. Any regulation limiting the speed of motor vehicles, or
          - B. Any of the provisions in the motor vehicle laws of any state, the violation of which constitutes a misdemeanor or traffic infraction, or
          - C. Any ordinance traffic infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitions of the same offense or were different offenses.
    - v. Any other reason other than those prohibited by law.
  - E. Renewal or continuation of this policy shall not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation. Notice of cancellation will state the effective date of cancellation and the policy period will end on that date.
2. **Non-Renewal**

- A. If *we* decide not to renew or continue this policy, *we* will provide *you* written notice at least 30 days before the end of the policy period by mailing *you* notice in any of the following ways:
  - i. By certified or registered mail.
  - ii. United States post office certificate of mailing.
  - iii. Any other mail tracking method currently used, approved or accepted by the United States Postal Service, to the address shown on the last *declarations we* issued prior to the mailing of the notice.
- B. *We* may deny a renewal or continuation of this policy in one or more of the following circumstances:
  - i. When *we* are required or have been permitted by the commissioner of insurance, in writing, to reduce premium volume in order to preserve *our* financial integrity.
  - ii. When *we* cease to transact such business in this state.
  - iii. When *we* are able to show competent medical evidence that *you* have a physical or mental disablement that impairs *your* ability to drive in a safe and reasonable manner.
  - iv. When unfavorable underwriting factors, pertinent to the risk, are existent, and of a substantial nature, which could not have reasonably been ascertained by *us* at the initial issuance or the last renewal of this policy.
  - v. When this policy has been continuously in effect for a period of five (5) years, provided that such five (5) year period shall begin at the first anniversary date following this policy's effective date.
  - vi. When any of the reasons specified as reasons for **Cancellation** exist.
- C. If *we* offer to renew or continue this policy and *you* do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that *you* have not accepted *our* offer to renew or continue this policy.
- D. If *we* do not mail proper notice of nonrenewal and *you* obtain other insurance, this policy will end on the effective date of that insurance.
- E. Renewal or continuation of this policy shall not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation. Notice of cancellation will state the effective date of cancellation and the policy period will end on that date.
- F. *We* shall not be required to renew or continue this policy if such renewal or continuance would be contrary to restrictions of membership as contained in *our* articles of incorporation or bylaws.

**Choice of Law**

This section is deleted in its entirety and replaced as follows:

Without regard to choice of law, if there is a disagreement concerning the interpretation and application of any provision in this policy, this policy will be interpreted and applied in accordance with Kansas law.

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**UNINSURED MOTORISTS/UNDERINSURED MOTORISTS COVERAGE**

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The following **UNINSURED MOTORISTS / UNDERINSURED MOTORIST COVERAGE** is added to the policy:

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**UNINSURED MOTORISTS / UNDERINSURED MOTORISTS COVERAGE**

*You* only have this coverage up to the limits shown on the *declarations*.

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**Insuring Agreement**

1. **Uninsured Motorists Coverage.** Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **UNINSURED MOTORIST COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *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* that are both:
  - A. Sustained by an *insured*.
  - B. Caused by an *accident*.
2. **Underinsured Motorists Coverage.** Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **UNDERINSURED MOTORIST COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *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* that are both:

- A. Sustained by an *insured*.
- B. Caused by an *accident*.

**We** will pay under this **Underinsured Motorist Coverage** only after the limits of liability of any applicable **bodily injury** liability policies or bonds have been used up by payment of judgments or settlements, unless all of the following occur:

- A. **We** have been given written notice by certified mail of a tentative settlement between the *insured person* and the insuring company of the owner or operator of the *underinsured motor vehicle*.
- B. **We** have been allowed 60 days after the receipt of the written notice to advance payment to the *insured person* to preserve **our** rights against the insuring company, owner or operator of the *underinsured motor vehicle*.
- C. **We** decide to advance payment to **you** in an amount equal to the tentative settlement.
- D. Written notice of a tentative settlement must include documentation of all damages incurred, copies of all medical bills, and written authorization or a court order to allow **us** to obtain reports from all employers and medical providers. Any judgment for damages arising out of a suit brought without **our** consent is not binding on **us**.

#### **Additional Definitions**

1. **Insured Motor Vehicle** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means (i) a *car* described on the *declarations*, (ii) a *newly acquired car*, and (iii) a *temporary substitute car*.
2. **Insured Person** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means any of the following:
  - A. **You** while (i) a pedestrian or (ii) *using* or *occupying your car*, a *newly acquired car*, a *non-owned car*, or a *temporary substitute car*.
  - B. Any *resident relative* who is a *rated driver* and who does not have any interest in a *motor vehicle* while (i) a pedestrian or (ii) *using* or *occupying your car*, a *newly acquired car*, a *non-owned car*, or a *temporary substitute car*.
  - C. Any other person occupying your *insured motor vehicle* with *your* permission.
  - D. Any *person* that is entitled to recover damages because of *bodily injury* to **you**, a *resident relative* or another occupant of *your insured motor vehicle*.

No *person* shall be considered an *insured person* if that *person* uses a *motor vehicle* without permission of the *owner*.
3. **Motor Vehicle** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means any motorized vehicle of any kind required to be registered in Kansas including any *trailer* or semi-trailer designed for use with such vehicle. **Motor vehicle** does not include motorized bicycles also known as mopeds.
4. **Uninsured Motor Vehicle** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means a *motorized land vehicle* or *trailer* which is any of the following:
  - A. Not insured by a *bodily injury* liability bond or policy, or that does not have liability limits complying with the financial responsibility law of this policy state.
  - B. A hit-and-run *motor vehicle* or *motor vehicle* whose operator or owner is unknown. This *motor vehicle* must strike any of the following:
    - i. **You**.
    - ii. A *resident relative* who does not have an interest in a *motor vehicle*.
    - iii. A *motor vehicle* which **you** or a *resident relative* are *occupying*.
    - iv. **Your insured motor vehicle**.

However, when there is no physical contact with the hit-and-run *motor vehicle* or *motor vehicle* whose owner is unknown, the facts of the *accident* must be proven by reliable competent evidence from a disinterested witness not making a claim under this coverage.
  - C. Insured by a *bodily injury* liability bond or policy at the time of the *accident* whose insurer is or becomes insolvent within two (2) years of the date of the *accident* and did not make payment for the legal liability of its insured prior to becoming insolvent, or denies coverage.

**Uninsured motor vehicle** does not mean a *motor vehicle* as described as any of the following:

  - A. **Owned** by, or furnished or available for **your** regular use or a *resident relative's* regular use.

- B. **Owned** or operated by a self-insurer. This must be within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law. This definition does not apply if that self-insurer is or becomes insolvent.
  - C. **Owned** by a governmental unit or agency.
  - D. A farm type tractor or any equipment designed or modified for use principally off public roads while not on public roads.
  - E. Operated on rails or crawler treads.
  - F. While used as a dwelling or other premises.
5. **Underinsured Motor Vehicle** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means
- A. a **motorized land vehicle** or **trailer** which is insured by a liability bond or a policy at the time of the **accident** providing **bodily injury** liability insufficient to compensate fully an **insured person**. However, in the event that the limits of a liability bond or policy applicable to an **underinsured motor vehicle** is equal to or greater than the limits of liability listed for **Underinsured Motorist Coverage** in the **declarations**, then such vehicle shall not be deemed to be an **underinsured motor vehicle** for the purposes of this coverage.
  - B. **Underinsured motor vehicle** does not mean a **motorized land vehicle or trailer** as described as any of the following:
    - i. Insured by a liability bond or policy at the time of the **accident**, but which provides **bodily injury** or **property damage** liability limits less than the minimum **bodily injury** or **property damage** liability limits required by the financial responsibility law of this policy state.
    - ii. **Owned** by, or furnished or available for the regular use of **you** or a **resident relative**.
    - iii. **Owned** or operated by a self-insurer. This must be within the meaning of any motor vehicle financial responsibility law, motor carrier or any similar law. This definition does not apply if that self-insurer is or becomes insolvent.
    - iv. Insured by a **bodily injury** liability bond or policy at the time of the **accident** whose insurer is or becomes insolvent within two (2) years of the date of the accident, or denies coverage;
    - v. Owned by a governmental unit or agency.
    - vi. A farm type tractor or any equipment designed or modified for use principally off public roads while not on public roads.
    - vii. Operated on rails or crawler treads.
    - viii. While used as a dwelling or other premises.

### Exclusions

**We** do not provide coverage or benefits under **UNINSURED MOTORIST COVERAGE** for any of the following:

1. **Bodily injury** sustained by any **person** or **insured** while **occupying** any **motor vehicle** that **you**, **your spouse**, or any **resident relative** **owns** or has an **interest in** that is not **your car**, a **newly acquired car**, or a **temporary substitute car**. This includes a trailer of any type used with that vehicle.
2. **Bodily injury** sustained when struck by any **motor vehicle** **you**, **your spouse**, or any **resident relative** **owns** or has an **interest in**. This includes a trailer of any type used with that vehicle.
3. Any **person** who settles, without **our** written consent, any claim against an owner or operator of an **uninsured motor vehicle**. This exclusion does not apply if such settlement does not prejudice **our** right to recover payment.
4. Any **person** while **occupying** a **car** or **motor vehicle** while it is being used in a **business related use**. This exclusion does not apply to a share-the-expense car pool.
5. Any **person** who uses **your car**, a **temporary substitute**, or a **newly acquired car** without **your** express or implied consent or outside the scope of that consent.
6. The direct or indirect benefit of any insurer or self-insurer under any of the following or similar laws:
  - A. Workers compensation law; or
  - B. Disability benefits law.
7. **Bodily injury** resulting from any pre-arranged, organized, or any other type of racing, speed, or demolition contest, stunting activity, or any competitive event, in, at, or upon a public or private street, highway, track, or other facility or location, or in practice or preparation for any such contest or activity.



8. **Bodily injury** sustained by any *person* while fleeing from police or other law enforcement agents or sustained during the commission of, or flight from, a crime. This exclusion applies regardless of whether that *person* is charged with, or convicted of, a crime.
9. **Bodily injury** that is covered under a nuclear energy liability policy.
10. **Punitive or exemplary damages** or damages for aggravating circumstances which are the type of damages imposed to punish a wrongdoer or to deter others from similar conduct.

#### Coverage Limits

1. Subject to these provisions, the limits shown on this policy's **declarations** are the most we will pay in damages for any one **accident**. The **bodily injury** limit for each *person* is the maximum limit for all claims by all *persons* for damages for **bodily injury** to any one *person*. Subject to the **bodily injury** limit for each *person*, the **bodily injury** liability limit for each **accident** is the total limit for all claims for damages from **bodily injury** to two or more *persons* in any one **accident**. This is the most we will pay regardless of the number of:
  - A. **Insureds**.
  - B. Claims made.
  - C. **Cars** or premiums shown in the **declarations**.
  - D. **Motor vehicles** involved in the **accident**.
2. The coverage limits provided to protect against damages caused by **accidents** with **uninsured motor vehicles** or **underinsured motor vehicles** are to be applied separately.
3. In no event shall the limits of liability for two or more **cars** or two or more policies be added together, combined, or stacked to determine the limits of liability for **Uninsured Motorist Coverage** or **Underinsured Motorist Coverage**.
4. Any amounts payable under this section will be reduced by the following:
  - A. Any payments made by or on behalf of the **owner** or operator of the **uninsured motor vehicle** or **underinsured motor vehicle**. Any payment made by or on behalf of any other *person* or organization which may be legally liable;
  - B. Any amount paid or payable under **LIABILITY, MEDICAL PAYMENTS COVERAGE** or **PERSONAL INJURY PROTECTION COVERAGE** of this policy;
  - C. Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law; or
  - D. Any amount *you* have settled *your* claim for an amount less than the full limit of liability of the **underinsured motor vehicle**.
5. No one will be entitled to duplicate payments under this policy for the same elements of damages.

#### Other Insurance

If there is other applicable coverage on a loss covered by this section, **we** will pay only our share of the damages. **Our** share is the ratio that **our** limits of liability of this policy bear to the total of all applicable limits. When an **insured person** is **occupying a motor vehicle** not listed on this policy's **declarations**, the coverage in this section is excess over any other applicable insurance. The coverage in this section shall apply only in the amount by which the limits of liability for this coverage exceed the applicable limits for such other insurance.

#### Insured's Duties Under This Part

A *person* seeking **Uninsured Motorists Coverage** or **Underinsured Motorist Coverage** must do all of the following:

1. Promptly send **us** copies of the legal papers if a suit is brought;
2. Give **us** written notification by certified mail of any tentative settlement between the **insured** and the insurer of the **uninsured motor vehicle** or **underinsured motor vehicle** and allow us 60 days to advance payment to that **insured** equal to the tentative settlement to preserve our rights against the insurer, **owner**, or operator of such **uninsured motor vehicle** or **underinsured motor vehicle**;
3. As requested, provide **us** with written documentation of all economic losses including but not limited to medical records, employment records, income tax records, and insurance records;
4. As requested, provide **us** with authorizations or court orders allowing us to obtain medical records, employment records, income tax records and insurance records; and

5. As requested, provide *us* with authorizations or court orders allowing *us* to obtain medical records, employment records, income tax records and insurance records.
6. As requested, submit to examinations under oath.