## Personal Auto Forms and Endorsements

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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:
   1. The "named insured" shown in the Declarations; and
   2. 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.

D. "Bodily injury" means bodily harm, sickness or disease, including death that results.

E. "Business" includes trade, profession or occupation.

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

G. "Occupying" means in, upon, getting in, on, out or off.

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

I. "Trailer" means a vehicle designed to be pulled by:
   1. Private passenger auto; or
   2. Pickup or van.

   It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

J. "Your covered auto" means:
   1. Any vehicle shown in the Declarations.
   2. A "newly acquired auto".
   3. Any "trailer" you own.

4. Any auto or "trailer" you 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 (J.4.) does not apply to Coverage For Damage To Your Auto.

K. "Newly acquired auto":
   1. "Newly acquired auto" means any of the following types of vehicles you 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.

   2. Coverage for a "newly acquired auto" is provided as described below only if you pay us any added premium due. 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.

b. 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" will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Four 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 4 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:

L. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

M. Throughout the policy, "minimum limits" refers to the following limits of liability, as required by Nebraska law, to be provided under a policy of automobile liability insurance:

1. $25,000 for each person, subject to $50,000 for each accident, with respect to "bodily injury"; and

2. $25,000 for each accident with respect to "property damage".

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have the right to investigate, negotiate and settle any claim with or without your consent. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

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

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".

2. Any person using "your covered auto".

3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

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

1. Up to $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.

3. 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.
EXCLUSIONS

A. We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
   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 residence or private garage.
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 are required or available for that domestic employee.
5. For that "insured"'s liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. 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.
9. 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
10. For any "bodily injury" or "property damage":
   a. For which the United States might be liable for the "insured"'s use of any vehicle; or
   b. Arising out of the ownership, maintenance, use or operation of farm machinery.

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

1. Any 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
   c. To any non-owned golf cart.
2. Any vehicle, other than "your covered auto", which is:
   a. Owned by you; or
   b. Furnished or available for your regular use.
3. 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
   b. Furnished or available for the regular use of a "family member".
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
   a. Competing in; or
b. Practicing or preparing for;
   any prearranged or organized racing or speed
   contest.
C. We do not provide Liability Coverage for any puni-
    tive or exemplary damages.
D. We do not provide Liability Coverage for "bodily
    injury" arising out of the passage of a communi-
    cable disease from any "insured" to another per-
    son.
E. We do not provide Liability coverage for "bodily
    injury" or "property damage" arising out of sexual
    molestation, corporal punishment or physical or
    mental abuse inflicted upon any person by or at
    the direction of an "insured" or an "insured's" em-
    ployee.

LIMIT OF LIABILITY
A. The limit of liability shown in the Declarations for
   each person for Bodily Injury Liability is our maxi-
   mum limit of liability for all damages, including
   damages for care, loss of services or death, aris-
   ing out of "bodily injury" sustained by any one per-
   son 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 Li-
   ability is our maximum limit of liability for all dam-
   ages 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 Declara-
      tions; or

   4. Vehicles involved in the auto accident.

B. No one will be entitled to receive duplicate pay-
   ments 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 provid-
      ed by this policy.

OUT OF STATE COVERAGE
If an auto accident to which this policy applies occurs
in any state or province other than the one in which
"your covered auto" is principally garaged, we will
interpret your policy for that accident as follows:
A. If the state or province has:
   1. A financial responsibility or similar law specifying
      limits of liability for "bodily injury" or "prop-
      erty damage" higher than the limit shown in the
      Declarations, your policy will provide the higher
      specified limit.
   2. A compulsory insurance or similar law requiring
      a nonresident to maintain insurance whenever
      the nonresident uses a vehicle in that state or
      province, your policy will provide at least the
      required minimum amounts and types of cov-
      erage.

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 pro-
portion that our limit of liability bears to the total of all
applicable limits. However, any insurance we provide
for a vehicle you do not own shall be excess over any
other collectible insurance.

PART B – 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".

   We will pay only those expenses incurred for ser-
   vices 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.
   2. Any other person while "occupying" "your cov-
      ered 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.
2. Sustained while "occupying" "your covered
   auto" when it is being used as a public or livery
   conveyance. This Exclusion (2.) does not apply
to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle locat-
   ed for use as a residence or premises.
4. Occurring during the course of employment if
   workers' compensation benefits 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 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; or
   c. Radioactive contamination.

11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
   a. Competing in; or
   b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

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.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
   1. Part A or Part C of this policy; or
   2. Any Underinsured Motorists Coverage provided by 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.

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PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

III. Part C – Uninsured Motorists Coverage

We will pay damages for "bodily injury" an "insured" is legally entitled to collect from the owner or driver of an "uninsured motor vehicle". The "bodily injury" must be caused by accident arising out of the operation, maintenance or use of an "uninsured motor vehicle."

Who Is An Insured?

"Insured" means the person or persons covered by uninsured motorists coverage.

This is:
   1. any person named in the Declarations;
   2. his or her spouse if living with that person;
   3. any "family member"; and

   4. any other person while "occupying":
      a. "your covered auto". Its use has to be within the scope of your consent.
      b. an auto not owned by you or any person living in your household. It has to be driven by one of the persons in 1., 2. or 3. above. Its use has to be within the scope of the owner's consent.

Such other person "occupying" an auto used to carry persons for a charge other than on a share expense basis is not an "insured".

   5. any person entitled to recover damages because of "bodily injury" to an "insured" under 1. through 4. above.
Other Additional Definitions For Part C

"Motor Vehicle" means a vehicle having two or more load-bearing wheels, of a kind required to be registered under the laws of the state of Nebraska relating to motor vehicles, designed primarily for operation upon the public streets, roads, and highways, and driven by power other than muscular power, and includes a trailer drawn by or attached to such a vehicle.

"Uninsured Motor Vehicle" means a "motor vehicle" for which:

a. there is no bodily injury liability insurance policy, or bond providing equivalent liability protection, in effect at the time of the accident.
b. there is an applicable policy or bond, but the insurer or issuer thereof refuses to provide coverage, denies coverage, or is or becomes insolvent.
c. the identity of the owner or operator cannot be ascertained and the "bodily injury" of the "insured" is either caused by actual physical contact of such "motor vehicle" with the "insured", or with a "motor vehicle" occupied by the "insured", or is independently verified by a disinterested witness.

The term "uninsured motor vehicle" does not mean a "motor vehicle":

a. insured under the liability coverage of this policy.
b. owned by any governmental unit, political subdivision, or agency thereof.
c. located for use as a residence or premises.
d. with respect to uninsured motorists coverage, a self-insured motor vehicle within the meaning of the financial or safety responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law.
e. operated by any person who is specifically excluded from coverage in the policy.

The term under-insured motor vehicle may not be construed to include an uninsured motor vehicle.

When Uninsured Motorists Coverage Does Not Apply

THERE IS NO COVERAGE UNDER UNINSURED MOTORISTS COVERAGE:

1. For the recovery of punitive, exemplary or other noncompensatory damages.
2. FOR ANY "INSURED" WHO, WITHOUT OUR WRITTEN CONSENT, SETTLES WITH ANY PERSON OR ORGANIZATION WHO MAY BE LIABLE FOR THE "BODILY INJURY".
3. TO THE EXTENT IT BENEFITS:
   a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY.
b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION, OR DISABILITY BENEFITS OR SIMILAR LAW.
c. ANY GOVERNMENTAL BODY OR AGENCY.

4. If the "insured" has failed to report the accident to the proper law enforcement authorities as soon as practicable.
5. For any "insured" who is injured while operating or "occupying" a "motor vehicle" without the specific permission of the owner of the vehicle or without reasonable belief that they are entitled to do so.
6. For damages for pain, suffering, mental anguish, inconvenience, or other noneconomic loss which could not have been recovered had the owner or operator of the "motor vehicle" responsible for such loss maintained the security required under any applicable state no-fault law.
7. With respect to which the applicable statute of limitations has expired on the "insured's" claim against the uninsured or under-insured motorist.
8. There is no coverage until the limits of liability of all bodily injury liability bonds and policies that apply have been used up by payments of judgments or settlements or such limits or the remaining part of them have been offered to the "insured" in writing.

THERE IS NO UNINSURED MOTORISTS COVERAGE:
FOR "BODILY INJURY" TO AN "INSURED" WHILE "OCCUPYING" A "MOTOR VEHICLE" OWNED BY YOU OR ANY PERSON LIVING IN YOUR HOUSEHOLD IF IT IS NOT INSURED FOR THIS COVERAGE UNDER THIS POLICY.

Limits of Liability

1. The amount of coverage is shown on the front of the Declarations under Each Person-Each Occurrence.
   Under Each Person is the amount of coverage for all damages due to "bodily injury" to one person.
   Under Each Occurrence is the total amount of coverage for all damages due to "bodily injury" to two or more persons in the same accident.

2. The maximum liability of the uninsured motorists coverage is the lower of:
   a. The amount of compensatory damages, established but not recovered by any agreement, settlement, or judgment with or for the person or organization legally liable for the "bodily injury" resulting there from; or
   b. The limits of liability of the uninsured motorists coverage.
3. Any amount payable under this coverage shall be reduced by any amount paid or payable to or for the "insured":
   a. under any workers' compensation, disability benefits or similar law; or
   b. by or for any person or organization who is or who may be held legally liable for the "bodily injury" to the "insured"; or
   c. amounts paid or payable under any valid and collectible motor vehicle medical payments, personal injury protection insurance or similar motor vehicle coverages.

4. Any benefits paid or payable under the no-fault coverages, or which would be payable except for a deductible, will not be paid again as damages under this coverage.

5. Regardless of the number of "motor vehicles" involved, the number of persons covered or claims made, vehicles or premiums shown in the policy or premiums paid, the limit of liability for uninsured motorists or under-insured motorists coverage may not be added to or stacked upon limits for such coverage applying to other "motor vehicles" to determine the amount of coverage available to an "insured" in any one accident.

6. Any payment made to a person under this coverage shall reduce any amount payable to that person under the bodily injury liability coverage of this policy.

7. Any payment made to a person under this coverage shall reduce any amount payable to that person under the Underinsured Motorist Coverage of this policy.

Nebraska Law Governs
The rights and obligations of the Company with respect to Uninsured Motorist Coverage shall be governed by the laws of the State of Nebraska without regard to its principles of conflict of laws.

Deciding Fault and Amount
Two questions must be decided by agreement between the "insured" and us:
1. Does the owner or driver of the "uninsured motor vehicle" legally owe the "insured" damages; and
2. If so, in what amount?

If there is no agreement, the "insured" and we may agree that issues of liability and damages be determined by binding arbitration. Each party shall select a competent and impartial arbitrator. These two shall select a third one. If unable to agree on the third one within 30 days either party may request a judge of a court of record in the county in which the arbitration is pending to select a third one. The written decision of any two arbitrators shall be binding on each party.

The cost of the arbitrator and any expert witness shall be paid by the party who hired them. The cost of the third arbitrator and other expenses of arbitration shall be shared equally by both parties. The arbitration shall take place in the county in which the "named insured" resides unless the parties agree to another place. State court rules governing procedure and admission of evidence shall be used.

We are not bound by any judgment against any person or organization obtained without our WRITTEN CONSENT.

Payment of Any Amount Due
We will pay any amount due under this part:
1. to the "insured";
2. to a parent or guardian if the "insured" is a minor or an incompetent person;
3. to the surviving spouse; or
4. at our option, to a person authorized by law to receive such payment.

If There Is Other Coverage
1. If the "insured" is injured as a pedestrian or while "occupying" "your covered auto" and "your covered auto" is described on the Declarations page of another policy providing uninsured motorists coverage, we are liable only for our share. Our share is that percent of the damages that the limit of liability of this policy bears to the total of all uninsured motorists coverage that applies to the accident.

2. If the "insured" is injured while "occupying" a vehicle which is not "your covered auto" or a "newly acquired auto", this coverage applies as excess to any other uninsured motorists coverage.

3. If the "insured" is injured as a pedestrian or while "occupying" "your covered auto" and other under-insured motorists coverage applies:
   a. the total limit of liability shall not exceed the highest limit of liability of any one policy; and
   b. we are liable only for our share. Our share is that percent of the damages that the limit of liability of this policy bears to the total of all under-insured motorists coverage that applies to the accident.

4. If more than one policy applies, the following order of priority applies:
   FIRST a policy covering a "motor vehicle" occupied by the injured person at the time of the accident.
   SECOND a policy covering a "motor vehicle" not involved in the accident under which the injured person is a "named insured".
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

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:
   1. 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
   2. 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.

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. 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;
   c. 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; or
   f. Rebellion or revolution.

4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
   a. Radios and stereos;
   b. Tape decks; or
   c. Compact disc players.

   This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:
   a. The equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
   b. The equipment is:
      (1) Removable from a housing unit which is permanently installed in the auto;
      (2) Designed to be solely operated by use of the power from the auto's electrical system; and
      (3) In or upon "your covered auto" or any "non-owned auto" at the time of loss.
5. 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 cassette recorders;
   g. Audio cassette recorders; or
   h. Personal computers.

This Exclusion (5.) does not apply to:
   a. 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.

6. 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 "non-owned 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
   b. 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.

10. Loss to equipment designed or used for the detection or location of radar or laser.

11. Loss in excess of $500 to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
   a. Special carpeting or insulation;
   b. Furniture or bars;
   c. Height-extending roofs; or
   d. Custom murals, paintings or other decals or graphics.

This Exclusion (11.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

Any coverage for losses that are $500 or less does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 6., 8., or 10. of Part D.

12. 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.

13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
   a. Competing in; or
   b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

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 of value".

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:
   1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property “of like kind and quality” which is defined as “repairs or replacements using original equipment manufacturer’s parts, generic parts (after market parts), used parts, or other comparable parts.”

A guarantee that only original equipment manufacturers parts will be used in the repair of an insured auto body (except glass) may be purchased through an endorsement for any vehicle less than 5 model years old.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is $500.
2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is $1,000.

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

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

D. If a loss to “your covered auto” or “non-owned auto” is also payable as damages under the liability coverage of another policy issued by us, we will pay for such damage or loss only once, either under this policy or the liability coverage of the other policy.

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.

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";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss;
4. Any contractual liability coverage provided for rented vehicles under Part A of the policy.

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 appraisal and to be bound by the results of that appraisal. In this event, each party will select a competent and impartial 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.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. 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
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.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we 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 Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:

1. Notify the proper law enforcement authorities as soon as practicable.
2. Promptly send us copies of the legal papers if a suit is brought.

D. 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.

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. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
   1. The number, type or use classification of insured vehicles;
   2. Operators using insured vehicles;
   3. The place of principal garaging of insured vehicles;
   4. Coverage, deductible or limits.
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 AND MISREPRESENTATIONS

No misrepresentations or warranty made by the insured or on his or her behalf in the negotiation or application of this policy or contract of insurance shall defeat or void the policy or contract or effect the company's obligation under the policy or contract unless such misrepresentation or warranty:

1. Was material;
2. Was made knowingly with the intent to deceive;
3. Was relied and acted upon by the company: and
4. Deceived the company to its injury.

The breach of warranty or condition in any contract or policy of insurance shall not void the policy or allow the company to avoid liability unless such breach exists at the time of loss and contributes to the loss.

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".
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. The person shall do:

1. Whatever is necessary to enable us to exercise our rights; and

2. Nothing after loss to prejudice them.

B. However, our rights under Paragraph A. do not apply:

1. Under Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so; and

2. Under Underinsured Motorist Coverage if we:
   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification.

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

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists
   b. We also have a right to recover the advanced payment from the insurer, or the owner or operator, of the "underinsured motor vehicle"

C. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, our rights under Paragraph 1. apply under Uninsured Motorists Coverage against the owner or operator of an "uninsured vehicle" including the proceeds recoverable from the assets of the insolvent insured.

D. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and

2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

A. This policy applies only to accidents and losses which occur:

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

2. Within the policy territory.

B. The policy territory is:

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

2. Puerto Rico; or

3. Canada.

This policy also applies to loss to, or 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 registered or certified mail to the named insured shown in the Declarations at the last address 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 or that of:
      (1) Any driver who lives with you; or
      (2) Any driver who customarily uses "your covered auto";
      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; or
   c. If the policy was obtained through material misrepresentation.
   d. If you move out of the state of Nebraska.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the last address known by us. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. 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.

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

1. We may deliver any notice of nonrenewal instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. 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.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. 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

2. 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.
EMPLOYER'S NON-OWNERSHIP LIABILITY

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

The insurance provided under Part A and Part B applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your farming operation by any person other than you.

The following definition applies to this coverage:
"Non-owned auto" means any auto you do not own, lease, hire or borrow which is used in connection with your farming operation. However, if you are a partnership, a "non-owned auto" does not include any auto owned by any partner.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCIDENTAL DEATH INDEMNITY

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

You have this coverage only if the Declarations indicates it is provided.

We will pay the amount shown in the Declarations that applies for death caused by accident. The "insured" has to be "occupying" or be struck by a land motor vehicle or "trailer". The death must be the direct result of the accident and not due to any other cause. The death must occur within 90 days of the accident.

WHO IS AN INSURED?
"Insured" as used in this endorsement means the person or persons designated under Accidental Death Indemnity in the Declarations with a limit of liability indicated as applicable to such coverage.

THE MOST WE PAY
The most we will pay because of the death of the "insured" is shown under Accidental Death Indemnity in the Declarations.

PAYMENT OF ANY AMOUNT DUE
We will pay any amount due:
1. To a parent or guardian if the "insured" is a minor or an incompetent person;
2. To the surviving spouse; or
3. At our option, to any person or organization authorized by law to receive such payment.
Any payment made is to its extent a complete discharge of our obligations. We are not responsible for the way the money is used.

AUTOPSY
We have the right to have an autopsy made where it is not forbidden by law.

WHEN ACCIDENTAL DEATH INDEMNITY DOES NOT APPLY
This coverage does not apply to:
1. An "insured" while on the job, operating, "occupying", load or unloading a vehicle used in the "insured's" "business" or job. This does not apply if the vehicle is a "personal vehicle" or school bus.
"Personal vehicle" as used in this endorsement means:
   a. An auto of the private passenger type designed solely to carry persons and their luggage.
   b. An auto of the pickup, panel truck, van or motor home type not customarily used in any "business" or occupation, other than farming or ranching, for:
      (1) Delivery of products or supplies.
      (2) Carrying of tools or equipment.
   c. An auto of the truck type owned by a farmer and used exclusively in connection with his or her farming operation, for exchange purposes with neighboring farmers and for personal pleasure.
It does not include autos used to carry persons for a charge other than a share expense basis.
2. An "insured" while:
   a. On the job in any auto "business".
   b. "Occupying" any:
      (1) Vehicle while being used in any professional, organized or agreed-upon racing, speed or demolition contest, demonstration, or stunting activity, or while being used to practice for any such contest, demonstration or activity.
      (2) Motorcycle.
      (3) Vehicle that runs on rails or crawler treads

3. An "insured" while "occupying" or through being struck by a land motor vehicle or "trailer":
   a. Designed for use mainly off public roads while off public roads.
   b. Located for use as premises.

4. The death of an "insured" due to:
   a. Disease except infection due to "bodily injury" received in the accident.
   b. Suicide or attempted suicide while sane or insane.
   c. War (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence or any of these.
EXCLUDED DRIVER ENDORSEMENT

It is hereby agreed and understood that all coverages under this policy shall be null and void and we will not be liable for any accidents or losses while a "your covered auto" is driven by the person indicated by name and by driver’s license number on the Declarations.

The signed form Excl-1 is on file.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SAVER ENDORSEMENT
REPAIR OR REPLACEMENT COST COVERAGE ENDORSEMENT

If you have paid the additional premium for this endorsement (see Declarations Page), the following changes apply to coverages for those vehicles listed on the Declarations Page to which this endorsement applies.

With respect to loss caused by other than fire, theft or larceny, under Part D—Coverage for Damage to Your Auto, Limit of Liability is replaced with the following:

2. Limit of Liability. Our limit of liability for a loss will be the lesser of a. or b.
   a. The reasonable cost to repair the vehicle.
      The most we will pay for a damaged part that must be replaced will be the least of the following:
      (1) the cost of a new part; or
      (2) the cost of a rebuilt part, if one is available; or
      (3) the cost of a used part of like kind and quality, if one is available.
      We may at our option, use parts from the vehicle’s manufacturer, as well as those from other sources including non-original equipment manufacturers.
   b. The cost of a new vehicle of:
      (1) the same make, if possible;
      (2) similar vehicle size and class; and
      (3) similar body type and equipment;
      as your damaged vehicle.

Eligible vehicles may not be more than two years old, meaning the current and one preceding model year. Once issued, this coverage may continue until automatically removed at the first renewal, after the insured vehicle is four or more model years old.

Additional Exclusion
This endorsement (The Saver) does not automatically apply to any replacement vehicle nor apply to any additional vehicle acquired during the policy period, unless
1. The model year of the additional or replacement vehicle is less than two years old; and
2. The additional or replacement vehicle is of the private passenger type or a pickup truck with a gross vehicle weight of one ton or less; and is not a motorcycle, or a custom built, modified or reproduction vehicle.

Nothing contained here varies, alters, or extends any provision of your Personal Auto Policy except as provided in this endorsement.
It is agreed that "insured" includes the person(s) or organization(s) shown in the Declarations, but only with respect to their liability arising out of the maintenance, operation or use by you of the equipment listed on the Declarations in which they have a financial interest, subject to the following additional exclusions:

This insurance does not apply:

a. To any accident which takes place after the Person(s) or Organization(s) named cease to hold any financial interest in the listed equipment.

b. To "bodily injury" or "property damage" arising out of the sole negligence of the Person(s) or Organization(s) shown in the Declarations.
ADDITIONAL NAMED INSURED

It is agreed that the term "insured" includes the additional name(s) specified in the Declarations, subject to the following conditions:

A. With respect to the insurance afforded under Part D—Coverage for Damage to Your Auto:
   Any payment for a covered loss under Part D shall be payable to the insured named in the policy and the insured named in the Declarations as an additional Named Insured.

B. The designation of an Additional Named Insured shall not operate to increase our limits of liability.
ORIGINAL EQUIPMENT MANUFACTURER'S PARTS ENDORSEMENT

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 loss, any vehicle less than 5 model years old, for which this endorsement has been purchased, will be repaired using original equipment manufacturer’s parts for auto body damage (except glass). This endorsement must be purchased for each individual auto to which this endorsement will apply.

* Glass coverage is generally unavailable from original equipment manufacturers.
MOTOR HOME ENDORSEMENT

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

With respect to the insurance afforded under Part D—Coverage for Damage to Your Auto:

A. The following is added to the Insuring Agreement:

We will pay for direct and accidental loss to facilities or equipment designed to be used with a "your covered auto" shown in the Declarations which is a motor home, while such facilities or equipment is in or attached to the 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 designed to be used with a motor home.

B. The Exclusions Section is amended as follows:

1. Exclusion 8. does not apply to:
   a. Any vehicle, shown in the Declarations, which is a motor home; and
   b. Facilities or equipment designed to be used with the described motor home while in or attached to the motor home.
FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

The following are not “insured's” under Part A:

1. The United States of America or any of its agencies.

2. 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 as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the "bodily injury" or "property damage".
TRANSPORTATION EXPENSES COVERAGE

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

When there is a loss to a "your covered auto" described in the Declarations for which a specific premium charge indicates that Transportation Expenses Coverage is afforded, or to a "non-owned auto":

A. We will pay, without application of a deductible, up to the limit shown on the Declarations for:

1. Temporary transportation expenses not exceeding the limit shown in the Declarations per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
   a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
   b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
   a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
   b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is the limit shown in the Declarations per day.

B. If the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only 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.

2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

C. Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".
TOWING AND LABOR COSTS COVERAGE

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED NON-OWNED COVERAGE FOR NAMED INDIVIDUAL

With respect to the individual and coverages listed 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 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 Declarations for Medical Payments Coverage with respect to the individual named 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:
       1. Private passenger auto, pickup or van; or
       2. "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 Declarations, any accident involving a vehicle owned by a member of the same household, or any accident involving a temporary substitute vehicle for such owned vehicle.
TRAILER/CAMPER BODY COVERAGE

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

A. For the purpose of the coverage provided by this endorsement, "your covered auto" means a "trailer" or camper body.

B. Exclusion 8. of Part D – Coverage For Damage To Your Auto does not apply to coverage provided by this endorsement.

C. We will pay for direct and accidental loss to:
   1. A "trailer" or camper body described in the Declarations; and
   2. Facilities or equipment designed to be used with the described "trailer" or camper body while in or attached to the "trailer" or camper body. Facilities or equipment include but are not limited to:
      a. Cooking, dining, plumbing, or refrigeration facilities;
      b. Awnings or cabanas; or
      c. Any other facilities or equipment designed to be used with a "trailer" or camper body.

We will pay for loss caused by:
   1. Other than "collision" only if the Declarations indicates that Other Than Collision Coverage is provided for that "trailer" or camper body.
   2. "Collision" only if the Declarations indicates that Collision Coverage is provided for that "trailer" or camper body.

D. The following exclusions are added:
   1. We will not pay for loss to:
      a. Clothing or luggage;
      b. Business or office equipment; or
      c. Articles which are sales samples or used in exhibitions.

2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 6., 10. or 11. of Part D.

E. With respect to coverage under this endorsement, the Limit Of Liability Provision of Part D is replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:
   1. Actual cash value of the stolen or damaged property; or
   2. Amount necessary to repair or replace the property with other property of like kind and quality.

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.

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

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
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; or
   2. Amount necessary to repair or replace the property with other property of like kind and quality.

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

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.
COVERAGE FOR EXCESS SOUND REPRODUCING EQUIPMENT, AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT, AND TAPES, RECORDS, DISCS AND OTHER MEDIA

Coverage is provided where a premium and Limit of Liability is shown for this coverage in the Declarations.

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 Provisions below.

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

I. Increased Limits For Excess Sound Reproducing Equipment

The following is added to Paragraph A. of the Limit Of Liability Provision of Part D:

In the event of a loss to a "non-owned auto", or to a "your covered auto" shown in the Declarations for which Increased Limits For Excess Sound Reproducing Equipment applies:

The most we will pay for loss to equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is increased from $1,000 to the amount shown in the Declarations.

II. Coverage For Audio, Visual And Data Electronic Equipment

A. Exclusion 5. of Part D – Coverage For Damage To Your Auto does not apply to the extent that coverage is provided under this endorsement for audio, visual and data electronic equipment.

B. In the event of a loss to a "non-owned auto", or to a "your covered auto" shown in the Declarations for which Coverage For Audio, Visual And Data Electronic Equipment applies, we will 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.

Coverage For Audio, Visual And Data Electronic Equipment applies only if:

1. The equipment is permanently installed in the auto; or
2. The equipment is:
   a. Removable from a housing unit which is permanently installed in the auto;
   b. Designed to be solely operated by use of the power from the auto's electrical system; and
   c. In or upon "your covered auto" or any "non-owned auto" at the time of the loss.

C. Coverage For Audio, Visual And Data Electronic Equipment does not apply to equipment or accessories that are excluded from coverage under Exclusion 4. of Part D.

D. With respect to Coverage For Audio, Visual And Data Electronic Equipment, the Limit Of Liability Provision of Part D is replaced by the following:

LIMIT OF LIABILITY

1. Our limit of liability for the total of all losses to audio, visual or data electronic equipment and any accessories used with the equipment, as a result of any one occurrence shall be the lesser of the:
   a. Amount shown in the Declarations;
   b. Actual cash value of the stolen or damaged property; or
   c. Amount necessary to repair or replace the property with other property of like kind and quality.

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

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
III. Coverage For Tapes, Records, Discs And Other Media

A. Exclusion 6. of Part D – Coverage For Damage To Your Auto does not apply to the extent that coverage is provided under this endorsement for tapes, records, discs or other media.

B. We will also pay, without application of a deductible, for direct and accidental loss to tapes, records, discs or other media if they are:
   1. Owned by you or any "family member"; and
   2. In or upon "your covered auto" or any "non-owned auto" at the time of the loss.

C. With respect to Coverage For Tapes, Records, Discs And Other Media, the Limit Of Liability Provision of Part D is replaced by the following:

   LIMIT OF LIABILITY
   1. Our limit of liability for the total of all losses to tapes, records, discs or other media, as a result of any one occurrence shall be the lesser of:
      a. $200;
      b. The actual cash value of the stolen or damaged property; or
      c. The amount necessary to repair or replace the property with other property of like kind and quality.

   If increased limits for excess sound reproducing equipment or coverage for audio, visual and data electronic equipment is purchased, the limit of liability applicable for losses to tapes, records, discs or other media under this endorsement is in addition to any limits of liability applicable to excess sound reproducing equipment or audio, visual or data electronic equipment, and any accessories used with either equipment.

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

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

Coverage is provided where a premium and Limit of Liability is shown for this coverage in the Declarations.

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

A. Exclusion 11. of Part D – Coverage For Damage To Your Auto does not apply to coverage provided by this endorsement.

B. With respect to a vehicle for which the Declarations indicates that Customizing Equipment Coverage applies, we will pay for direct and accidental loss to custom furnishings or equipment including, but not limited to:

1. Special carpeting or insulation;
2. Furniture or bars;
3. Height-extending roofs; or
4. Custom murals, paintings, or other decals or graphics.

C. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 6., 8. or 10. of Part D.
ADDITIONAL INSURED – LESSOR

Any liability and any required no-fault coverages afforded by this policy for "your leased auto" also apply to the lessor named in the Declarations as an additional insured. This insurance is subject to the following additional provisions:

1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
   (a) you or any "family member", or
   (b) any other person except the lessor or any employee or agent of the lessor using "your leased auto".

2. "Your leased auto" means:
   (a) an auto shown in the Declarations which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
   (b) any substitute or replacement auto furnished by the lessor named in the Declarations.

3. If we terminate this policy, notice will also be mailed to the lessor.

4. The lessor is not responsible for payment of premiums.

5. The designation of the lessor as an additional insured shall not operate to increase our limits of liability.
SNOWMOBILE ENDORSEMENT

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

I. Definitions

The Definitions Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement, the terms "auto", "motor vehicle" and "vehicle" are replaced by the term "snowmobile" except for Uninsured Motorists Coverage. In Uninsured Motorists Coverage, the term "uninsured motor vehicle" includes a "snowmobile".

B. The reference to "Declarations" in the Limit of Liability provisions of the policy includes "Schedule".

C. The following definition is added:

"Snowmobile" means:

1. A land motor vehicle which is:
   a. Designed for use mainly off public roads on snow or ice; and
   b. Propelled solely by means of the following or similar mechanical devices:
      (1) Wheels;
      (2) Crawler-type treads; or
      (3) Belts.

2. A "trailer" designed for being towed by, but not for transporting, a vehicle described in 1. above.

However, "snowmobile" does not include any vehicle which is propelled by airplane type propellers or fans.

D. The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:

1. Any "snowmobile" shown in the Declarations.

2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
   a. Acquire the "snowmobile" during the policy period; and
   b. Ask us to insure it within 30 days after you become the owner.

3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" 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 (3.) does not apply to Coverage For Damage To Your Auto.

II. Part A – Liability Coverage

Part A is amended as follows with respect to a "snowmobile":

A. The definition of "insured" is replaced by the following:

"Insured" means:

1. You or any "family member" for the ownership, maintenance or use of any "snowmobile".

2. Any person using "your covered snowmobile".

3. For "your covered snowmobile", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any "snowmobile", other than "your covered snowmobile", any 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 applies only if the person or organization does not own or hire the "snowmobile".

B. The Exclusions Section is amended as follows:

1. Exclusions A.6. and A.7. are replaced by the following:

We do not provide Liability Coverage for any "insured" maintaining or using a "snowmobile" in any "business".

2. Exclusion B.1. does not apply.

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

We do not provide Liability Coverage for the ownership, maintenance or use of any "snowmobile":

a. Operated in; or
b. While in practice or preparation for;
any racing or speed contest regardless of whether such contest is prearranged or organized.

4. The following exclusion is added to Section B.:
   We do not provide Liability Coverage for the ownership, maintenance or use of any "snowmobile" while rented or leased to any "insured" or organization other than you.

C. The Other Insurance Provision is replaced by the following:

OTHER INSURANCE
Any insurance we provide shall be excess over any other collectible insurance.

III. Part B – Medical Payments Coverage

Part B is amended as follows with respect to a "snowmobile":

A. The definition of an "insured" is replaced by the following:
   "Insured" means:
   1. You or any "family member":
      a. While "occupying"; or
      b. As a pedestrian when struck by;
         a "snowmobile".
   2. Any other person while "occupying" your covered snowmobile.

B. The Exclusions Section is amended as follows:
   1. Exclusion 1. does not apply.
   2. Exclusion 8. is replaced by the following:
      We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" a "snowmobile" when it is being used in the "business" of an "insured".
   3. Exclusion 11. is replaced by the following:
      We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any "snowmobile":
      a. Operated in; or
      b. While in practice or preparation for;
      any racing or speed contest regardless of whether such contest is prearranged or organized.

C. The Other Insurance Provision is replaced by the following:

OTHER INSURANCE
Any insurance we provide shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

IV. Part C – Uninsured Motorists Coverage

Part C is amended as follows with respect to a "snowmobile":

A. Except for a "snowmobile", a vehicle operated on rails or crawler-treads is not an "uninsured motor vehicle".

B. The following exclusions are added to Section B. of the Exclusions Section:
   We do not provide coverage for "bodily injury" sustained by any "insured", or where afforded "property damage":
   While "occupying" any "snowmobile" while rented or leased to any organization or any "insured" other than you; or
   While "occupying" any "snowmobile":
      a. Operated in; or
      b. While in practice or preparation for;
      any racing or speed contest regardless of whether such contest is prearranged or organized.

C. The Other Insurance Provision is replaced by the following:

OTHER INSURANCE
Any insurance we provide shall be excess over any other collectible insurance.

V. Part D – Coverage For Damage To Your Auto

Part D is amended as follows with respect to a "snowmobile":

A. Exclusion 13. is replaced by the following:
   We will not pay for loss to any "snowmobile":
      a. Operated in; or
      b. While in practice or preparation for;
      any racing or speed contest regardless of whether such contest is prearranged or organized.

B. The following exclusion is added to the Exclusions Section:
   We will not pay for loss to any "snowmobile" while rented or leased to any person or organization other than you.

C. With respect to the Coverage(s) shown as applicable to a "snowmobile" described in the Declarations, the Limit Of Liability Provision is replaced by the following:
LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:
   1. Actual cash value of the stolen or damaged property; or
   2. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible in the Declarations. If loss to more than one "snowmobile" 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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

With respect to the "miscellaneous type vehicles" and coverages described in the Declarations, the provisions of the policy apply unless modified by this endorsement.

I. Definitions

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

**A.** For the purpose of the coverage provided by this endorsement "miscellaneous type vehicle" means a motorcycle, all-terrain vehicle, dune buggy, golf cart or other similar type vehicle.

**B.** The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any "miscellaneous type vehicle" shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer".
4. Any "miscellaneous type vehicle" or auto you 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 (4.) does not apply to Coverage for Damage to Your Auto.

**C.** Paragraph 1. of the definition of "Newly acquired auto" is replaced by the following:

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
   a. A private passenger auto;
   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; or
         c. Any "miscellaneous type vehicle" of the same type shown in the Declarations.

II. Part A – Liability Coverage

Part A is amended as follows:

**A.** The definition of "insured" is replaced by the following:

"Insured" means:

1. You or any "family member" for the ownership, maintenance or use of "your covered auto".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

**B.** The **Exclusions** Section is amended as follows:

Exclusion B.1. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any 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:

1. While such vehicle is being used by an "insured" in a medical emergency; or
2. To any "trailer"; or
3. To a vehicle insured for Liability Coverage under this endorsement.

III. Part B – Medical Payments Coverage

Exclusion 1. of Part B is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any motorized vehicle having fewer than four wheels. However, this Exclusion (1.) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.
IV. Part D – Coverage For Damage To Your Auto
Part D is amended as follows:

A. The following is added to the definition of “non-owned auto”:
   3. Any all-terrain vehicle, dune buggy, golf cart or other similar type vehicle you do not own while used as a temporary substitute for “your covered auto” which is out of its normal use because of its:
      a. Breakdown;
      b. Repair;
      c. Servicing;
      d. Loss; or
      e. Destruction.

B. The Exclusions Section is amended as follows:
   1. The following exclusions are added:
      a. We will not pay for loss to:
         (1) Clothing or luggage;
         (2) Business or office equipment; or
         (3) Articles which are sales samples or used in exhibitions.
      b. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 6., 10. or 11. of Part D.

C. With respect to the Coverage(s) shown as applicable to a vehicle described in the Declarations, the Limit Of Liability Provision is replaced by the following:

LIMIT OF LIABILITY
A. Our limit of liability for loss will be the lesser of the:
   1. Actual cash value of the stolen or damaged property; or
   2. Amount necessary to repair or replace the property with other property of like kind and quality.

   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.
CERTIFICATE OF INSURANCE

The person or organization listed on the Declarations as a Certificate Holder has been notified of the unit(s) insured, the limits of liability and the policy term of the policy to which this endorsement is attached.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy to which it is attached.

COVERAGES
This certificate is provided solely to certify that the policy of insurance to which this endorsement is attached has been issued to the insured named on the Declarations for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy to which this endorsement is attached is subject to all the terms, exclusions and conditions of such policy. Limits shown on the Declarations may have been reduced by paid claims.

CANCELLATION
Should the policy to which this endorsement is attached be cancelled before the expiration date, the issuing company will endeavor to mail 10 days written notice to the certificate holder named on the Declarations, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 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 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;
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not refunded by a lessor;
   d. Costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE UNINSURED 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 Uninsured Motorists 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 or premiums shown in the Declarations; or
4. Vehicles involved in the accident.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE UNDERINSURED MOTORISTS LIMIT

The Limit Of Liability Provision in the Underinsured Motorists Coverage Endorsement 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 or premiums shown in the Declarations; or
4. Vehicles involved in the accident.
TRUST ENDORSEMENT

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

I. Definitions

The following is added to Paragraph C. of the Definitions Section:

For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if title is transferred to the trust shown in the Declarations.

II. Part F – General Provisions

Part F is amended as follows:

The following is added to the Termination provision:

If this policy is terminated, notice will also be mailed to the Trustee(s) shown in the Declarations.
EXCLUDED DRIVER ENDORSEMENT

This endorsement modifies the coverage under the Personal Auto, Farm/Ranch Auto, Commercial Auto, or Excess Liability Policies.

This endorsement is made effective this _________day of _______________________________ and is made part of Policy Number _____________________________________________.

Issued to ________________________________________________________________________.

It is hereby agreed and understood that all coverages under this policy shall be null and void and “we” will not be liable for any accidents or losses while a covered auto is driven by:

Name: _____________________________________________________________ .

Date of Birth: ___________________________

Drivers License Number: _______________________________

_________________________________________   ________________________________   (Date) (Insured’s Signature)
SIGNATURES ENDORSEMENT

NON-ASSESSABLE

The policy is non-assessable.

IN WITNESS WHEREOF, THE BATTLE CREEK MUTUAL INSURANCE COMPANY has caused this policy to be signed by its President and its Secretary.

Michael J. Alexander
President

Brian Doom
Secretary
UNDERINSURED MOTORISTS COVERAGE – NEBRASKA

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

INSURING AGREEMENT

We will pay damages for "bodily injury":
1. caused by accident; and
2. arising out of the maintenance or use of an "under-insured motor vehicle."

These must be damages an "insured":
1. has not been compensated for; and
2. is legally entitled to recover from the owner or driver of an "under-insured motor vehicle."

Who Is An Insured?

"Insured" means the person or persons covered by under-insured motorists coverage.

This is:
1. any person named in the Declarations;
2. his or her spouse if living with that person;
3. any "family member"; and
4. any other person while "occupying":
   a. "your covered auto". Its use has to be within the scope of your consent.
   b. an auto not owned by you or any person living in your household. It has to be driven by one of the persons in 1., 2. or 3. above. Its use has to be within the scope of the owner’s consent.
   Such other person "occupying" an auto used to carry persons for a charge other than on a share expense basis is not an "insured".
5. any person entitled to recover damages because of "bodily injury" to an "insured" under 1. through 4. above.

Other Additional Definitions

"Motor Vehicle" means a vehicle
having two or more load-bearing wheels, of a kind required to be registered under the laws of the state of Nebraska relating to motor vehicles, designed primarily for operation upon the public streets, roads, and highways, and driven by power other than muscular power, and includes a trailer drawn by or attached to such a vehicle.

"Under-insured Motor Vehicle" means a "motor vehicle" for which there is bodily injury liability insurance policy, or bond providing equivalent liability protection, in effect at the time of the accident, but the applicable limit of bodily injury liability of such policy or bond:

a. is less than the applicable limit for under-insured motorists coverage under this policy; or
b. has been reduced by payments to other persons who sustained "bodily injury" in the accident to an amount less than the limit for under-insured motorists coverage under this policy.

The term "under-insured motor vehicle" does not mean a "motor vehicle":

a. insured under the liability coverage of this policy.
b. owned by any governmental unit, political subdivision, or agency thereof.
c. located for use as a residence or premises.
d. with respect to uninsured motorists coverage, a self-insured motor vehicle within the meaning of the financial or safety responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law.
e. operated by any person who is specifically excluded from coverage in the policy.

The term "under-insured motor vehicle" may not be construed to include an "uninsured motor vehicle."

When Under-insured Motorists Coverage Does Not Apply

THERE IS NO COVERAGE UNDER UNDER-INSURED MOTORISTS COVERAGE:

1. For the recovery of punitive, exemplary or other noncompensatory damages.
2. FOR ANY "INSURED" WHO, WITHOUT OUR WRITTEN CONSENT, SETTLES WITH ANY PERSON OR ORGANIZATION WHO MAY BE LIABLE FOR THE "BODILY INJURY".
3. TO THE EXTENT IT BENEFITS:
   a. ANY WORKERS’ COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY.
b. A SELF-INSURER UNDER ANY WORKERS’ COMPENSATION, OR DISABILITY BENEFITS OR SIMILAR LAW.

c. ANY GOVERNMENTAL BODY OR AGENCY.

4. If the "insured" has failed to report the accident to the proper law enforcement authorities as soon as practicable.

5. For any "insured" who is injured while operating or occupying a "motor vehicle" without the specific permission of the owner of the vehicle or without reasonable belief that they are entitled to do so.

6. For damages for pain, suffering, mental anguish, inconvenience, or other noneconomic loss which could not have been recovered had the owner or operator of the "motor vehicle" responsible for such loss maintained the security required under any applicable state no-fault or medical payments laws.

7. With respect to which the applicable statute of limitations has expired on the "insured’s" claim against the uninsured or under-insured motorist.

8. There is no coverage until the limits of liability of all bodily injury liability bonds and policies that apply have been used up by payments of judgments or settlements or such limits or the remaining part of them have been offered to the "insured" in writing.

**THERE IS NO UNDER-INSURED MOTORISTS COVERAGE:**

FOR "BODILY INJURY" TO AN "INSURED" WHILE "OCCUPYING" A "MOTOR VEHICLE" OWNED BY YOU OR ANY PERSON LIVING IN YOUR HOUSEHOLD IF IT IS NOT INSURED FOR THIS COVERAGE UNDER THIS POLICY.

**Limits of Liability**

1. The amount of coverage is shown on the front of the Declarations under Each Person-Each Occurrence.

   Under Each Person is the amount of coverage for all damages due to "bodily injury" to one person.

   Under Each Occurrence is the total amount of coverage for all damages due to "bodily injury" to two or more persons in the same accident.

2. The maximum liability of the under-insured motorists coverage is the lower of:

   a. The amount of compensatory damages, established but not recovered by any agreement, settlement, or judgment with or for the person or organization legally liable for the "bodily injury" resulting therefrom; or

   b. The limits of liability of the under-insured motorists coverage.

3. Any amount payable under this coverage shall be reduced by any amount paid or payable to or for the "insured":

   a. under any workers’ compensation, disability benefits or similar law; or

   b. by or for any person or organization who is or who may be held legally liable for the "bodily injury" to the "insured"; or

   c. for "bodily injury" under the liability coverage; or

   d. amounts paid or payable under any valid and collectible motor vehicle medical payments, personal injury protection insurance, or similar motor vehicle coverages.

4. Any payment made to a person under this coverage shall reduce any amount payable to that person under the bodily injury liability coverage of this policy.

5. Any benefits paid or payable under the medical payments coverages, or which would be payable except for a deductible, will not be paid again as damages under this coverage.

6. Regardless of the number of "motor vehicles" involved, the number of persons covered or claims made, vehicles or premiums shown in the policy or premiums paid, the limit of liability for uninsured motorists or under-insured motorists coverage may not be added to or stacked upon limits for such coverage applying to other "motor vehicles" to determine the amount of coverage available to an "insured" in any one accident.

7. Any payment made to a person under this coverage shall reduce any amount payable to that person under the Uninsured Motorist Coverage of this policy.

**Nebraska Law Governs**

The rights and obligations of the Company with respect to Underinsured Motorist Coverage shall be governed by the laws of the State of Nebraska without regard to its principles of conflict of laws.

**Deciding Fault and Amount**

Two questions must be decided by agreement between the "insured" and us:

1. Does the owner or driver of the "under-insured motor vehicle" legally owe the "insured" damages; and

2. If so, in what amount?

If there is no agreement, the "insured" and we may agree that issues of liability and damages be determined by binding arbitration. Each party shall select a competent and impartial arbitrator. These two shall select a third one. If unable to agree on the third one within 30 days either party may request a judge of a court of record in the county in which the arbitration is pending to select a third one. The written decision of any two arbitrators shall be binding on each party.
The cost of the arbitrator and any expert witness shall be paid by the party who hired them. The cost of the third arbitrator and other expenses of arbitration shall be shared equally by both parties. The arbitration shall take place in the county in which the "named insured" resides unless the parties agree to another place. State court rules governing procedure and admission of evidence shall be used.

We are not bound by any judgment against any person or organization obtained without our WRITTEN CONSENT.

Payment of Any Amount Due

We will pay any amount due under this part:
1. to the "insured";
2. to a parent or guardian if the "insured" is a minor or an incompetent person;
3. to the surviving spouse; or
4. at our option, to a person authorized by law to receive such payment.

If There Is Other Coverage

1. If the "insured" is injured as a pedestrian or while "occupying" "your covered auto" and "your covered auto" is described on the Declarations page of another policy providing uninsured motorists coverage, we are liable only for our share. Our share is that percent of the damages that the limit of liability of this policy bears to the total of all uninsured motorists coverage that applies to the accident.

2. If the "insured" is injured while "occupying" a vehicle which is not "your covered auto", this coverage applies as excess to any other uninsured or under-insured motorists coverage.

3. If the "insured" is injured as a pedestrian or while "occupying" "your covered auto" and other under-insured motorists coverage applies:
   a. the total limit of liability shall not exceed the highest limit of liability of any one policy; and
   b. we are liable only for our share. Our share is that percent of the damages that the limit of liability of this policy bears to the total of all under-insured motorists coverage that applies to the accident.

4. If more than one policy applies, the following order of priority applies:
   FIRST a policy covering a "motor vehicle" occupied by the injured person at the time of the accident.
   SECOND a policy covering a "motor vehicle" not involved in the accident under which the injured person is a "named insured".
   THIRD a policy covering a "motor vehicle" not involved in the accident under which the injured person is an insured other than a "named insured".

THESE COVERAGES DO NOT APPLY IF THERE IS OTHER UNINSURED MOTORISTS COVERAGE ON A "NEWLY ACQUIRED AUTO".