

AUTOMOBILE INSURANCE POLICY

OKLAHOMA

For information regarding the policy, please contact your Shelter Insurance Agent.

TO OUR CUSTOMERS – PLEASE NOTE

Please read this policy carefully. If you have questions, contact your Shelter Agent for answers. No agent can know your exact coverage needs or budget, so you must read the policy form, Declarations, and endorsements and make sure it provides the types of coverage you need in the amounts you requested.

If you are involved in an accident, please read this policy again so that you will be reminded of your rights and obligations. **It is very important for you to recognize that this insurance policy is a legally binding contract. If any insured fails to perform an obligation required by this policy, the coverage which it might otherwise provide could be lost.**



SHELTER INSURANCE COMPANIES

Home Office: Columbia, MO 65218-0001

THE INDEX
WHERE YOU CAN FIND IT

The **Declarations** shows the **named insured**, additional listed insureds, insured vehicle, policy period, and types of coverage **you** have.

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AUTOMOBILE INSURANCE POLICY

DEFINITIONS

In this policy, the words shown in bold type have the meanings stated below unless a different meaning is stated in a particular coverage or endorsement. Words in bold type that are derived from a defined word have the same root meaning. The plural version of a defined word has the same meaning as the singular if it is also bolded. If any of these same words are used but not printed in bold type, they have their common dictionary meaning.

(1) **Accident** means an **occurrence** that was neither expected nor intended. The following types of **occurrences** are excluded from the definition of **accident**:

- (a) Any **occurrence** that an **insured** intended to result in **bodily injury** or **property damage**; and
- (b) Any **occurrence** that was intended by an **insured**, if a reasonable **individual** would have expected it to result in **bodily injury** or **property damage**.

(2) **Auto** means a **motor vehicle** with at least four wheels.

(3) **Auto business** means the selling, renting, leasing, repairing, servicing, storing, or parking, of **motor vehicles**, if the **person** engaged in that conduct receives any form of compensation for it.

(4) **Bodily injury** means:

- (a) A physical injury;
- (b) A sickness or disease of the body;
- (c) The physical pain and physical suffering that directly results from (a) or (b), above; or
- (d) A death that directly results from (a) or (b), above.

The following medical conditions are excluded from the definition of **bodily injury**:

- (a) Mental injuries;
 - (b) Sicknesses or diseases of the mind;
 - (c) Mental anguish; and
 - (d) Emotional distress;
- unless such mental or emotional condition is diagnosed by a medical doctor or licensed psychologist and directly results from **bodily injury** to the **individual** on whose behalf the **claim** is made.

(5) **Claim** means a request by any **person** for benefits under a coverage provided by this policy as a result of a single **occurrence**. It includes lawsuits, requests for the payment of money, requests that **we** take any action, or extend the benefits of any coverage provided by this policy.

(6) **Comparable value** means the depreciated worth of the covered **auto** or part immediately before the **accident**; plus the **reasonable charges** required to pay for any of the following that apply to the **claim**:

- (a) Incurred cost for the necessary towing of the covered **auto** from the place where the **accident** occurred;
- (b) Incurred cost for necessary storage of the covered **auto** from the day **you** make a **claim** under this policy until **we** offer to settle that **claim**;
- (c) Sales tax or luxury vehicle tax **you** must incur to acquire **ownership** of another **auto** or part to replace the covered **auto** or part with one of equal value; and
- (d) Other taxes or fees **you** must incur to acquire **ownership** of another **auto** or part to replace the covered **auto** or part with one of equal value.

Comparable value is determined by **us**. **We** base that determination on **our** knowledge of the prices charged by vehicle or part merchants in the geographic area where the **insured resides**. To aid **us** in determining **comparable value**, **we** may use any one or more of the databases, appraisal tools, and other methods the insurance industry commonly uses to evaluate similar vehicles or parts.

(7) **Compensation law** means any law under which benefits are paid, without regard to fault, as compensation for the effects of **bodily injury**, because of the recipient's status as an employee or beneficiary of an employee. It includes, but is not limited to, workers' compensation laws, disability laws, the Federal Employers' Liability Act, and the Jones Act.

(8) **Consequential loss** means a monetary loss that results from **property damage** other than the cost of

repairing or replacing the property itself.

Consequential loss includes:

- (a) The diminished value of property subsequent to its repair or the replacement of one or more of its parts;
- (b) The diminished value of the property resulting from the use of a **replacement part** that has a different warranty than the damaged part; and
- (c) Monetary loss resulting from the loss of the use of the damaged property during the time between the **accident** and its return to service.

(9) **Cost to repair** means the **reasonable charges** for the **repair** of the covered **auto** or part, plus the **reasonable charges** required to pay for any of the following that apply to the **claim**:

- (a) Incurred cost for the necessary towing of the covered **auto** from the place where the **accident** occurred;
- (b) Incurred cost for necessary storage of the covered **auto** from the day **you** make a **claim** under this policy until **we** offer to settle that **claim**.

Cost to repair is determined by **us**. **We** base that determination on **our** knowledge of the prices charged by repair facilities in the geographic area where the **repair** is to be done. To aid **us** in determining **cost to repair**, **we** may use any one or more of the databases, appraisal tools, and other methods the insurance industry commonly uses to determine those charges.

(10) **Declarations** means the part of this policy titled “Auto Policy Declarations and Policy Schedule”. It sets out many of the individual facts related to **your** policy including the dates, types, and dollar limit of the various coverages.

(11) **Deductible** means an amount of money deducted from the total amount paid for covered **property damage claims**. The specific dollar amount of the **deductible** applicable to each payment is shown in the **Declarations**.

(12) **Described auto** means the vehicle described in the **Declarations**, but only if a **named insured owns** that vehicle. It includes:

- (a) All parts, and equipment, **permanently attached** to that vehicle before its **original sale**;

(b) All wireless components of its **permanently attached** equipment if:

- (i) Both the **permanently attached** component and the wireless component were purchased, with the vehicle, at its **original sale**; and
- (ii) The **permanently attached** component is essential to the functioning of the wireless component;

(c) Replacements for the parts and equipment listed in (a) and (b), above, installed to **repair**, or refurbish, the vehicle, if the replacement items are equivalent in value; and

(d) A **temporary substitute auto**.

(13) **Direct loss** means:

- (a) The **comparable value**; or
- (b) The **cost to repair**.

Direct loss does not include **consequential loss**.

(14) **Domestic employee** means an employee paid to work at **your** household; or a private chauffeur who is employed by **you**. This definition does not apply to any employee if:

- (a) Benefits are payable to, or on behalf of, such employee under any **compensation law** as a result of the same **occurrence**; or
- (b) Benefits are required to be provided to, or on behalf of, such employee by any **compensation law** as a result of the same **occurrence**.

(15) **Financial responsibility law** means a law that requires a certain level of financial responsibility, or certain level of insurance coverage, in order to **own**, **use**, or allow others to **use a motor vehicle** in the state or country in which coverage under this policy is sought. It includes motor vehicle financial responsibility laws, compulsory insurance laws, and all other laws with similar purposes.

(16) **General consent** means the authorization of the **owner** of an **auto** for another to **use** it on one or more occasions without the necessity of obtaining **permission** for each **use**. **General consent** can be expressed or implied.

(17) **Health care provider** means a licensed provider of medical, chiropractic, psychological, hospital, nursing, dental, surgical, ambulance, or prosthetic, services.

- (18) **Hit-and-run motor vehicle** means a **motor vehicle operated** by an **individual** who cannot be identified because its **operator** drove it from the scene of the **occurrence** that gave rise to a **claim**.
- (19) **Individual** means a human being.
- (20) **Lease** means a right to possess and use real property or **personal property** for a period of 30 or more consecutive days based upon a written agreement with the **owner** of that property.
- (21) **Loaner vehicle** means an **auto** provided to an **insured** by a **person** engaged in the business of selling **motor vehicles** for the purpose of allowing that **insured** to test drive the vehicle.
- (22) **Maintenance** means the performance of services necessary to keep a **motor vehicle** in working order, or to restore it to working order. It does not include installing or servicing equipment that is not usual and incidental to the **use** of a **motor vehicle**.
- (23) **Motor Vehicle** means a self-propelled land vehicle originally designed for **operation** on **public roadways**. The following types of vehicles are excluded from the definition of **motor vehicle**:
- Farm-type tractors, except while being **used** on a **public roadway**;
 - Vehicles altered for **use** in competition with other vehicles if the alteration prevents them from being licensed for **use** on a **public roadway**; and
 - Vehicles being utilized as a dwelling, display area, sales area, or storage area.
- (24) **Named insured** means any **person** listed in the **Declarations** under the heading “Named Insured”. **Persons** listed under other headings are not **named insureds** unless they are also listed under the heading “Named Insured”.
- (25) **Necessary goods and services** means goods and services that are furnished or prescribed by a **health care provider** if, in **our** judgment, they are necessary for the proper treatment of **bodily injury** in the most efficient and economical fashion that it can be safely treated. **We** may employ outside reviewers, consultants, or data providers, to determine if the goods and services are **necessary goods and services**. That determination may be made after the **insured** has received the goods or services; and the fact that a **health care provider** furnished, rendered, or prescribed, the goods and services is not solely determinative of whether they are **necessary goods and services**.
- (26) **Non-owned auto** means any **auto** being **used, maintained, or occupied** with **permission**, other than:
- The **auto** listed in the **Declarations**;
 - An **auto owned** by any **insured**, or a **resident** of any **insured’s** household; or
 - An **auto** that any **insured**, or a **resident** of any **insured’s** household has **general consent to use**.
- A **rental auto** is a **non-owned auto** if it is not an **auto** described by (a), (b), or (c) above, is not a **temporary substitute auto**, and otherwise meets the definition of **rental auto**.
- (27) **Occupying** means being in physical contact with a vehicle while:
- In it;
 - Getting into it; or
 - Getting out of it.
- An **individual** who is not in physical contact with a vehicle is not **occupying** it.
- (28) **Occurrence** means an action or event, or a series of actions or events, that:
- Started abruptly;
 - During the policy period;
 - Directly resulted in **bodily injury** or **property damage**; and
 - May result in a **claim**.
- (29) **Operator** means an **individual** who is **using** a vehicle.
- (30) **Original sale** means the first sale of the **described auto** by a dealer to the original consumer. It does not mean its sale by the manufacturer to a dealer, nor does it necessarily mean its sale to the **insured**.
- (31) **Own** means the **person** referred to holds the legally recognized title to, or is a **leaseholder** of, an item of real or personal property, even if there are other **owners**. This definition is not changed by the patterns of usage of the property. With respect to vehicles only, it also means the **person** in possession of the vehicle, if that **person**:

- (a) Has the right to purchase it upon performance of conditions stated in a conditional sale agreement;
 - (b) Is a lender entitled to possession of it based on the terms of a loan secured by that vehicle; or
 - (c) Is a **lessor** entitled to possession of it based on a **lease** agreement for that vehicle.
- (32) **Passenger** means an **individual** who is **occupying** one of the seats of a vehicle with **permission** but does not include the **operator** of a vehicle.
- (33) **Permanently attached** means attached to the vehicle by welds, screws, rivets, or bolts. Parts attached by wires or other fastening devices are not **permanently attached**.
- (34) **Permission** means the consent of the vehicle **owner**. **Permission** can be expressed or implied. An **individual** who was authorized to **use** a vehicle by a **person** in possession of it will be treated as having **permission** to **use** it, if he or she reasonably believes that its **owner** consented to that **use**.
- (35) **Person** means an **individual**, a corporation, or an entity that has separate legal existence under the laws of the state where this policy was issued or a **claim** is made.
- (36) **Post-Judgment interest** means interest, payable under the laws of a state in which a covered judgment is rendered, that is calculated based on the time period after that judgment was entered. It does not include interest that is calculated based on any time period preceding the date on which that judgment was entered.
- (37) **Pre-Judgment interest** means interest, payable under the laws of a state in which a covered judgment is rendered, that is calculated based on a time period before that judgment was entered. It does not include interest that is calculated based on the time period after that judgment was entered.
- (38) **Property damage** means a demonstrable physical damage to real or personal property. It includes the stealing of personal property. It does not include any amount payable by any **insured** as a result of an agreement of any kind, including a rental agreement.
- (39) **Public roadway** means a roadway maintained by a governmental entity or agency. The fact that the

general public has access to a roadway does not itself make that roadway a **public roadway**.

- (40) **Punitive damages** means money awarded in addition to the actual damages sustained including any additional amount payable under a law that imposes an obligation to pay some multiple of the actual damages. It also includes all monetary awards:
- (a) Imposed to punish a wrongdoer and to deter others from similar conduct; or
 - (b) Based on any legal theory that requires proof of the same standard of conduct necessary to support an award of **punitive damages** under the law of the state where they are awarded.
- (41) **Reasonable charges** means the lesser of:
- (a) The amount for which **we** can discharge the **insured's** entire obligation to the **person** providing the goods and services; or
 - (b) The charges incurred for goods and services that, in **our** judgment, are within the range of charges for the same or similar goods and services, in the geographic area where the services are rendered or the goods are purchased.

We may employ outside reviewers, consultants, or data providers to determine if the charges are **reasonable charges**. That determination may be made after the **insured** has received the goods or services for which the charges are made and the fact that a **health care provider** or licensed funeral provider furnished, rendered, or prescribed the goods and services is not solely determinative of whether the charges made for them are **reasonable charges**.

The following types of charges are excluded from the definition of **reasonable charges**:

- (1) Charges for treatment, services, products or procedures that are:
 - (a) Experimental in nature;
 - (b) Done for research purposes;
 - (c) Not primarily designed to serve a medical purpose; or
 - (d) Not commonly recognized throughout the medical profession in the United States as appropriate for the treatment of the **bodily**

injury that is the subject of a **claim** under Coverage C.

- (2) Charges for:
 - (a) Thermography or procedures of a similar nature;
 - (b) Acupuncture or procedures of a similar nature; or
 - (c) The purchase or rental of equipment that is not primarily designed to serve a medical purpose.
- (42) **Relative** means an **individual** related to **you** by blood, marriage, or adoption, who is a **resident** of **your** household. It includes **your** child who is away at school, if that child is both unmarried and unemancipated. **Relative** also includes any foster child in **your** legal custody for more than 90 consecutive days immediately before the **occurrence**. An **individual** who **owns** a **motor vehicle**, or whose husband or wife **owns** a **motor vehicle**, is excluded from the definition of **relative**.
- (43) **Rental auto** means an **auto** furnished:
 - (a) For money;
 - (b) To **you** or a **relative**;
 - (c) By a commercial **auto** rental business;
 - (d) Under the terms of a written agreement;
 - (e) For a period of less than 30 consecutive days.
- (44) **Repair** means the restoration of form and function by restoring existing parts or by using **replacement parts** if needed. **Repair** does not mean the restoration of pre-damage value nor does it include compensation for the diminution of value resulting from the fact that an item has been **repaired**.
- (45) **Replacement part** means a new or previously used part made by any manufacturer, irrespective of whether that manufacturer made the original part or vehicle.
- (46) **Reside** means to actually live in a location with the intent to make that place, and no other, one's primary, and permanent, home. If the parents of a minor child do not **reside** with one another, **we** will consider the child a **resident** of both their households if that child regularly spends time in each of their **residences**.
- (47) **Spouse** means the lawful husband or wife of any **individual** defined as an **insured** under the applicable part of this policy, if he or she is a **resident** of the same household as that **insured**.
- (48) **Struck by** means there was actual, direct, physical contact. An **individual** who was **occupying** a vehicle when it was **struck by** another vehicle was not **struck by** that vehicle, unless he or she also came into actual, direct, physical contact with it.
- (49) **Temporary substitute auto** means an **auto** that is not **owned** by any **insured** or **resident** of any **insured's** household that is being **used** with **permission** as a substitute for the **described auto**. This definition applies only during that period of time in which the **described auto** is withdrawn from **use** because of its breakdown, **maintenance**, theft, or destruction. The following time limitations apply to this definition:
 - (a) If the **auto** is being **used** because of the breakdown of the **described auto**, it is a **temporary substitute auto** for only the period of time necessary to deliver the **described auto** to the **person** who will perform the **repairs** necessary to return it to service; and in no event for more than five days after the breakdown of the **described auto**;
 - (b) If the **auto** is being **used** because of the **repair** or **maintenance** of the **described auto**, it is a **temporary substitute auto** only for the reasonable period of time the **described auto** is in the possession of the **person** performing the necessary **repairs** or **maintenance**;
 - (c) If the **auto** is being **used** because the **described auto** was stolen, it is a **temporary substitute auto** only for the period of time reasonably necessary to replace the **described auto**, and in no event for more than 30 days after the **described auto** was stolen; and
 - (d) If the **auto** is being **used** because of the destruction of the **described auto**, it is a **temporary substitute auto** only for the period of time reasonably necessary to replace the **described auto**, and in no event for more than 30 days after the **described auto** was destroyed.
- (50) **Trailer** means a vehicle designed to:
 - (a) Be pulled on **public roadways**; and

(b) Transport people or property.

Trailer does not include equipment designed for other purposes that happens to be pulled behind a towing unit.

(51) **Uncompensated damages** means the part of the **damages** that exceeds the sum of:

(a) The total amount paid to the **insured** by any **persons** obligated to pay those **damages**; plus

(b) The total amount paid, or payable, to the **insured** by the liability insurers of any **persons** obligated to pay those **damages**.

(52) **Uninsured motorist insurance law** means any law that applies to a **claim** made under Coverage E or governs the terms of that coverage.

(53) **Uninsured motor vehicle** means:

(1) A **hit-and-run-motor vehicle**; or

(2) A **motor vehicle**:

(a) **Owned** by a **person** liable for **damages** because of that **ownership**; or

(b) Being **used** by a **person** liable for **damages** because of that **use**;

if that **owner** or **operator**:

(i) Is not covered by a bond or policy of liability insurance applicable to the **occurrence** on which his or her liability is based;

(ii) Is covered by a policy of liability insurance applicable to the **occurrence** on which his or her liability is based, but its available limits are less than the full amount owed by its **owner** or **operator** for the **insured's damages**;

(iii) Is covered by a policy of liability insurance applicable to the **occurrence** on which his or her liability is based, but its limits are less than those required by the applicable **financial responsibility law**; or

(iv) Is covered by policy of liability insurance applicable to the **occurrence** on which his or her liability is based; but that policy was issued by an insolvent insurer that is unable to make payment with respect

to the legal liability of its insured up to the minimum limits of liability insurance coverage specified in the applicable **financial responsibility law**. This subsection applies only if that liability insurer becomes insolvent within one year after the date of the **occurrence**.

The **described auto** and the following types of vehicles are excluded from the definition of **uninsured motor vehicle**:

(a) **Motor vehicles owned** by any **insured**, or a **resident** of any **insured's** household unless there is in a policy of liability insurance providing at least the limits required by the **applicable financial responsibility law**;

(b) **Motor vehicles being used** by any **insured**, or **resident** of any **insured's** household, with **general consent**; unless there is in a policy of liability insurance providing at least the limits required by the **applicable financial responsibility law**;

(c) **Motor vehicles owned**, or **being used**, by a self-insurer within the meaning of any applicable **financial responsibility law**;

(d) **Motor vehicles being used** by any **person** who is an employee of the United States Government while acting within the scope of that employment;

(e) **Motor vehicles being used** by any **person** who the Federal Tort Claims Act requires the Attorney General of the United States to defend if a lawsuit is brought because of **bodily injury** that resulted from such **usage**; and

(f) **Motor vehicles owned** by any governmental unit or governmental agency.

(54) **Use** means physically controlling, or attempting to physically control, the movements of a vehicle. It includes any emergency repairs performed in the course of a trip, if those repairs are necessary to the continued **use** of the vehicle.

(55) **Utility trailer** means a **trailer** designed to be towed by an **auto** with a gross vehicle weight rating (GVWR) of 12,000 pounds or less. This definition applies only during that period of time the **trailer** is:

- (a) Actually attached to the **described auto** or a **non-owned auto**; or
- (b) Still moving, after becoming unattached from such **auto** while that **auto** was in motion.

A **trailer** being used in any of the following ways is excluded from the definition of **utility trailer**:

- (a) Without **permission** or **general consent**;
 - (b) As an office, store, display, or living quarters; or
 - (c) To transport one or more **individuals**.
- (56) **War** means armed conflict whether or not officially declared. It includes civil war, insurrection, rebellion, revolution, or any act or condition incident to any of those events.
- (57) **We, us, and our**, mean the Shelter company providing this insurance.
- (58) **You** means any **person** listed as a **named insured** in the **Declarations** and, if that **person** is an **individual**, his or her **spouse**.

GENERAL AGREEMENTS ON WHICH INSURING AGREEMENTS ARE BASED

APPLICATIONS

If **you** accept this policy, **you** agree that the statements in the original application and any applications for change accepted by **us**, were offered to induce **us** to issue, continue, or renew, this policy, and are **your** representations, regardless of who filled in or supplied the information on those forms.

We agree to insure **you** according to the terms and conditions of this policy, but **we** do so relying on the truth and accuracy of the statements made in the first application and in any applications for change. If any of those statements are false, **we** will not provide coverage under this policy.

YOUR DUTY TO MAKE SURE YOUR COVERAGES ARE CORRECT

You agree to check the policy each time **you** receive one, to make sure that:

- (1) All the coverages **you** requested are included in this policy; and
- (2) The limit of **our** liability for each of those coverages is the amount **you** requested.

You agree to notify **us** within ten days of the date **you** receive any policy documents if **you** believe **your** coverages, or amounts of **your** coverage, are different from those **you** requested. If **you** do not notify **us** of a discrepancy, **we** will presume the policy meets **your** requirements.

PREMIUM PAYMENTS

We agree to insure **you** based on **your** promise to pay all premiums when due. If **you** pay the premium when due, this policy provides the insurance coverages in the amounts shown in the **Declarations**. If, for any reason, **your** premium payment is not honored by **your** bank, no insurance is provided for any of the policy period covered by that payment.

PREMIUM CHANGES DURING POLICY PERIOD

The premium charged for this policy is based in large part on information **you** provided to **us**. If that information is incomplete or inaccurate, or if it changes during the policy period, **you** must inform **us**, if it relates to:

- (1) The **described auto**;
- (2) The **individuals** who regularly **use** the **described auto**;
- (3) Any changes in the number of licensed drivers in **your** household;
- (4) **Your** marital status;
- (5) **Your** **residence** address; or
- (6) The primary location of the **described auto**.

If there is a change in the facts relating to any of the above listed items, or if **you** correct inaccurate or incomplete information related to them, **we** may increase or decrease the premium during the policy period based on such changed or supplemented information.

POLICY TERMS APPLICABLE TO MORE THAN ONE PART OF THE POLICY

TITLES OF PARAGRAPHS

The titles of the various paragraphs of this policy and of any endorsements to it are inserted solely for ease of reference and do not in any way change the legal effect of the provision to which they relate.

ENTIRE AGREEMENT

This policy includes the policy form, the application related to it, any requests for changes to it, all endorsements, and the **Declarations**. Those documents include all the agreements between **you and us** or any of **our** agents relating to this insurance.

OWNERS' POLICY AS DEFINED BY APPLICABLE FINANCIAL RESPONSIBILITY LAWS

The provisions of this policy that are subject to the **financial responsibility laws** of the state of Oklahoma will comply with those laws in all respects. Conflicting policy language is superseded by the requirements of those laws. This policy is an "owners' policy" as that term is used in the **financial responsibility law** of the state of Oklahoma unless it is specifically endorsed as an "operator's policy" in which case it will function as such in the manner required by the same laws.

EFFECT OF ENDORSEMENTS

Endorsements to this policy are a part of it and have the same contractual effect as the provisions of the base policy itself. If the terms of an endorsement conflict with the terms of the base policy with respect to a specific **claim**, the terms of the endorsement will apply to that **claim**.

AMENDED AND ADDITIONAL DEFINITIONS USED IN VARIOUS POLICY SECTIONS

Some coverage parts and endorsements contain definitions that differ from those defining the same words in other coverages. With respect to the handling of a specific **claim**, the definition provided in the coverage being considered controls when it differs from a definition of the same word provided in another coverage.

POLICY PERIOD AND TERRITORIES

- (1) This policy and any endorsements to it apply only to **occurrences** that take place:
 - (a) In the United States of America, its territories, and its possessions;
 - (b) In Canada; or
 - (c) While the **insured** or a covered vehicle is being transported between their ports.

- (2) This policy and any endorsements to it cover only those **persons** who were **insureds** on the date of the **occurrence**.

FRAUD

We do not provide coverage under any part of this policy for an **insured** who has made fraudulent statements, or engaged in fraudulent conduct, in connection with any **claim**, or **occurrence** for which coverage is sought under this policy.

LIBERALIZATION

A number showing the particular policy form constituting a part of this policy is printed at the bottom of this page and another number is shown on each endorsement to this policy. If **we** change a particular policy form such that the insurance it provides is broadened without extra premium, this policy will be applied as if that broadened coverage is included as of the date **we** make the change effective. But broader coverage contained in a form with a different number is not subject to this provision.

INSURANCE WITH OTHER COMPANIES

If this policy applies to a **claim** and insurance provided by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company also applies, the section of the specific coverage headed "INSURANCE WITH OTHER COMPANIES" determines how the coverage under this policy interacts with the other coverage.

OTHER INSURANCE WITH SHELTER MUTUAL INSURANCE COMPANY OR SHELTER GENERAL INSURANCE COMPANY

If more than one policy issued by Shelter Mutual Insurance Company or Shelter General Insurance Company provides coverage for a single loss, this policy covers only the proportion of the total amount payable that its limits bear to the total limits of all such policies. The total maximum amount payable under all such policies is the highest limit of any one coverage applicable to the loss. This limitation does not apply to:

- (1) Coverage A, or Coverage B, if more than one **insured** is entitled to coverage;
- (2) Coverage D; or

(3) Coverage E.

LEGAL ACTION AGAINST US

Any legal action against **us** seeking coverage or payments must be brought in the state of Oklahoma.

In any legal action against **us**, this policy and its binder are to be interpreted according to the laws of the state of Oklahoma.

No one will have any right under this policy to join **us** as a party to any legal action filed against an **insured** to determine such **insured's** liability. An **insured** or an **insured's** legal representative may not include **us** in such action.

SUBROGATION

If **we** pay any **person** under this policy, **we** will be subrogated to that **person's** rights of recovery, based on the same **damages**, against any **person** liable for the **damages** on which **our** payment was based. **Our** rights under this section extend only to the amount **we** actually paid and **we** will not enforce **our** rights under this section until the **person** receiving **our** payment receives full compensation for his, her, or its, **damages**.

Any **person** who receives payment under this policy, agrees to sign and deliver legal instruments to **us** and do whatever else necessary to secure **our** rights.

Any **person** who receives payment under this policy, agrees to cooperate with **us** in enforcing **our** subrogation rights and to do nothing to prejudice **our** rights. If an **insured** has a right of recovery against any **person** for **damages** payable under a provision of this policy, but fails to file a lawsuit to enforce that right in the time allowed by the applicable statute of limitations, that **insured's** right to recover for the same **damages** under this policy are excluded.

ASSIGNMENT OF YOUR POLICY RIGHTS

You may not assign any of **your** rights under this policy, except those provided in Coverage C, unless **we** consent in writing. This provision applies to both pre-loss and post-loss assignments.

DEATH OF ALL NAMED INSUREDS

For the period of time this policy remains in force after the death of the last surviving **named insured**, it will cover any **individual** who was his or her **spouse** on the date of death. Coverage will be provided only for the balance of the current policy period.

In addition, the following **persons** will be treated as having **permission** to use the **described auto**:

- (1) The **named insured's** legal representative, but only while acting within the scope of that **person's** duties as such, and
- (2) Any **person** who, at the time of the last **named insured's** death, had possession of the **described auto** with **permission**. **We** will cover that **person** until a legal representative for the **named insured** is appointed, up to a maximum of 90 days from the date of the **named insured's** death.

No **person** insured because of this policy section will have the right to renew this policy beyond the last date on which it provides coverage. All coverage ends if this policy lapses.

CANCELLATION AND MODIFICATION

Any **named insured** may cancel this policy or ask **us** to modify it by telling **us** what modifications are requested or when the cancellation is to be effective. It is not necessary for all **named insureds** to request, or confirm, cancellation or modification. When there are two or more **named insureds**, each one of them acts for all of them when canceling or requesting modifications to this policy.

We are not obligated to send anyone notice of such cancellation or modification unless a relevant provision of this policy specifically requires it.

We may cancel this policy at any time during the policy period for failure to pay any premium due **us**. **We** may do so irrespective of whether such premium is payable directly to **us** or to **our** agent. If **we** cancel this policy under this provision, **we** will mail written notice to the **named insured** at the address last known to **us**. That notice will state when the cancellation will be effective, but it will not be less than 10 days after **we** mail the notice.

If this policy has been in effect for less than 60 days, **we** may cancel it for any reason not prohibited by law. If **we** cancel this policy under this provision, **we** will mail written notice to the **named insured** at the address last known to **us**. That notice will state when the cancellation will be effective, but it will not be less than 30 days after **we** mail the notice.

If this policy has been in effect for 60 days, or if it is a renewal, **we** may cancel it for any reason permitted by law by mailing written notice to the **named insured** at the address last known to **us**. That notice will state when the cancellation will be effective, but it will not be less than 30 days after **we** mail the notice.

Upon cancellation or modification, the **named insured** may be entitled to a premium refund, but payment or tender of a premium refund is not a condition of cancellation. Any refund will be pro rata. The **named insured** may choose to credit the premium refund toward another policy issued by **us**.

RENEWAL AND REFUSAL TO RENEW

We may offer to renew this policy by sending the **named insured** notice of the amount of premium necessary to do so and **your** failure to pay it means **you** have declined **our** offer. The policy will then automatically terminate at the end of the policy period.

We may refuse to renew this policy for any reason permitted by law. If **we** refuse to renew this policy for a reason other than non-payment of premium, **we** will mail written notice to the **named insured** at the address last known to **us** at least 30 days before the policy period ends.

THIRTY-DAY TEMPORARY INSURANCE ON REPLACEMENT AUTOS

The temporary insurance provided under this section does not apply to any **claim** that is covered by any other policy of insurance regardless of the types of coverage provided by that policy.

The insurance provided by this policy with respect to the **described auto** applies to any other **auto** in which **you** acquire **ownership**, if it replaces the **described auto** and

you no longer **own** the **described auto**. The insurance on this replacement **auto** includes only those coverages that applied to the **described auto**. This coverage expires at the earlier of:

- (1) 12:01 A.M. on the thirty-first day after **you** acquire **ownership** of the **auto**; or
- (2) The date this policy lapses.

To obtain this temporary coverage, **you** must notify **us**, while this policy is in force, and within 30 days after the date **you** acquire **ownership** of the replacement **auto**, that **you** want this policy to apply to it.

If this policy applies to a replacement **auto** but does not provide Coverage F or Coverage G for the **described auto**, it will provide that coverage for the replacement **auto** from the date it is delivered to **you** until 12:01 A.M. on the sixth day after delivery. A \$500 **deductible** applies. This coverage ends if the policy lapses.

THIRTY-DAY TEMPORARY INSURANCE ON ADDITIONAL AUTOS

The temporary insurance provided under this section does not apply to any **claim** covered by any other policy of insurance regardless of the types of coverage provided by that policy.

The insurance provided by this policy with respect to the **described auto** applies to any other **auto** with a gross vehicle weight rating (GVWR) of 12,000 pounds or less in which **you** acquire **ownership**, if it is an additional **auto** and all **autos**, **owned** by **you** and licensed for **use** on a **public roadway** on the date of such acquisition, are either:

- (1) Insured by Shelter Mutual Insurance Company or Shelter General Insurance Company; or
- (2) Are a type that is not eligible for insurance with either of those Companies under their underwriting guidelines.

The insurance on this additional **auto** includes only those coverages that applied to the **described auto**. This coverage expires at 12:01 A.M. on the thirty-first day after **you** acquire **ownership** of the additional **auto**.

To obtain this temporary coverage, **you** must notify **us**, while this policy is in force, and within 30 days after the date **you** acquire **ownership** of the additional **auto**, that **you** want this policy to apply to it.

If **you** want coverage from **us** on the additional **auto** past the 30-day period, **you** must submit a new application.

If this policy does not provide Coverage F or Coverage G for the **described auto**, it will provide that coverage for the additional **auto** from the date it is delivered to **you** until 12:01 A.M. on the sixth day after delivery. A \$500 **deductible** applies. This coverage ends if all **your** Shelter Mutual Insurance Company and Shelter General Insurance Company policies lapse.

CONFORMITY TO OKLAHOMA LAW

If any of the terms of this policy are in conflict with the law of the state of Oklahoma, those conflicting terms are amended to conform to such law.

CHANGES TO THIS POLICY AND WAIVER OF ITS PROVISIONS

The provisions of this policy may be changed or waived only by written agreement signed by **us**. No **person** should consider any other action to indicate **our** waiver of any policy provision.

NOTICE OF AN OCCURRENCE

After an **occurrence**, any **person** who is an **insured** under this policy must notify **us** promptly. That notice must accurately inform **us** of the time, place, and circumstances of the **occurrence**, including the names and addresses of witnesses and all **persons** who suffered any **property damage** or injury.

PART I - AUTO LIABILITY COVERAGES

COVERAGE A - BODILY INJURY LIABILITY COVERAGE

COVERAGE B - PROPERTY DAMAGE LIABILITY COVERAGE

The following coverages are provided under this policy only if they are shown in the **Declarations** and are subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

COOPERATION OF ALL INSUREDS

All **insureds** must cooperate with **us** in the investigation, settlement, and defense, of any claim. If an **insured** fails to cooperate with **us** when requested to do so, this policy will provide that **insured** only the minimum limits of liability insurance coverage required by the **financial responsibility law** applicable to the **occurrence**, regardless of the limits stated in the **Declarations**; and **we** will provide only those coverages required by such law.

GENERAL DUTIES OF ALL INSUREDS IN THE EVENT OF A CLAIM

Any **person** who makes a **claim** for any coverage under this policy, must promptly:

- (1) Send **us** all correspondence and all legal papers that relate to any **claim**;
- (2) Authorize **us** to obtain any other records that may be relevant to the **claim** or that may reasonably be expected to aid **us** in determining the facts relevant to the **claim**;
- (3) Provide any written proofs of loss **we** require;
- (4) Answer any questions **we** ask, under oath, and outside the presence of any other **individual** unless that **individual** is a licensed attorney or, if the **individual** being questioned is a minor, his or her parent; and
- (5) Sign a written transcript of the questions posed and answers given.

If such **claim** is based on **bodily injury**, the **person** making such **claim** must also:

- (1) Submit to physical examinations, as often as **we** may reasonably require, by doctors **we** select and pay; and
- (2) Authorize **us** to obtain relevant medical records.

INSURING AGREEMENT FOR COVERAGE A AND COVERAGE B

We will pay **damages** on behalf of an **insured**; but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

ADDITIONAL DEFINITIONS USED IN COVERAGE A AND COVERAGE B

In Coverage A and Coverage B:

(1) **Damages** means money, including **pre-judgment interest**, an **insured** is legally obligated to pay another **person** because of **bodily injury**, **property damage**, or **consequential loss**, caused by an **accident** resulting from **that insured's ownership, maintenance, or use**, of the **described auto** or a **non-owned auto**. The following items are excluded from the definition of **damages**:

- (a) **Punitive damages**;
- (b) Additional amounts payable under a law that imposes an obligation to pay some multiple of the actual damage caused by the **insured**; and
- (c) An obligation created solely by a contract.

The bankruptcy or insolvency of an **insured** or an **insured's** estate will not relieve **us** of **our** duties under this coverage if, but for that bankruptcy or insolvency, the **insured** would be legally obligated to pay another **person** as a result of a covered event.

(2) **Insured** means a **person** included in one of the following categories, but only to the extent stated for that category.

CATEGORY 1

You are an **insured** for **claims** resulting from **your ownership, maintenance, or use of the described auto**; and **your use of non-owned autos**. The maximum limit of **your** coverage is the full amount stated in the **Declarations**.

CATEGORY 2

- (a) **Relatives**, and
- (b) **Individuals** listed in the **Declarations** as an "additional listed insured" who do not **own a motor vehicle**, and whose **spouse** does not **own a motor vehicle**;

are **insureds** for **claims** resulting from their **use** of the **described auto** and their **use of non-owned autos**. The maximum limit of their coverage is the full amount stated in the **Declarations**.

CATEGORY 3

- (a) **Individuals** who would meet the definition of **relative** except for the fact that they **own a motor vehicle**, or their **spouse owns a motor vehicle**; and
- (b) **Individuals** listed in the **Declarations** as an "additional listed insured" who **own a motor vehicle**, or whose **spouse owns a motor vehicle**; are **insureds** for **claims** resulting from their **use** of the **described auto**. The maximum limit of their coverage is the full amount stated in the **Declarations**.

CATEGORY 4

Individuals who have **permission** or **general consent** to **use** the **described auto** are **insureds** for **claims** resulting from that **use**. The maximum limit of their coverage is the minimum amount required by the **financial responsibility law** applicable to the **occurrence**, regardless of the amount stated in the **Declarations**. With respect to these **insureds**, we provide only those coverages required by the applicable **financial responsibility law**.

ADDITIONAL DUTIES OF INSUREDS UNDER COVERAGE A AND COVERAGE B

Any **person** who requests coverage under Coverage A or Coverage B, agrees not to sue **us**, except to determine coverage, until the amount of the **damages** is finally determined by:

- (1) A written agreement, to which **we** consented, between the **person** seeking the coverage and the **person** who suffered the alleged **damages**; or
- (2) A final judgment against the **person** seeking the coverage.

OUR RIGHT TO INVESTIGATE AND SETTLE CLAIMS

We may investigate, negotiate, and settle, any **claim** without the authorization of any **insured**, and deduct the amount of any settlement from the limits of liability for Coverage A and Coverage B stated in the **Declarations**.

ADDITIONAL COVERAGES

We will take the following actions and pay the following costs and expenses only if they result from a **claim**

covered by Coverage A or Coverage B. The payment of these costs and expenses will not reduce **our** limits of liability under Coverage A or Coverage B.

- (1) **We** will pay all expenses **we** incur in the settlement of any **claim**.
- (2) If a civil lawsuit is filed against an **insured** seeking **damages** that are covered under Coverage A or Coverage B, **we** will:
 - (a) Defend the **insured** at **our** expense, using lawyers of **our** choice;
 - (b) Pay all expenses **we** incur in the defense of that lawsuit; and
 - (c) Pay all court costs assessed against that **insured**.
- (3) **We** will pay **post-judgment interest** due on any portion of the **damages** owed that are within **our** limits of liability under Coverage A and Coverage B. However, **our** duty to pay it on any one **claim** ends when **we** offer to the judgment creditor, or pay into court, that part of the judgment **we** owe within **our** limits of liability under Coverage A and Coverage B, exclusive of all **post-judgment interest** and court costs.
- (4) Up to the limit stated in this provision, **we** will pay the cost of any bond required:
 - (a) By an appellate court as a condition precedent to appealing a lower court's judgment; or
 - (b) To stay execution of a lower court's judgment while it is on appeal;if the appeal is from a judgment entered in a lawsuit for which **we** paid the fees of the **insured's** attorney through the date that judgment was entered. **We** have no duty to furnish, or apply for, any appeal bonds.

The limit of **our** liability for such bond depends on the nature of the judgment.

- (a) If the judgment is for **damages** resulting from a single **bodily injury**, the limit of **our** liability for the cost of all such bonds is 10 percent of the "each **person**" limit of liability under Coverage A.
- (b) If the judgment is for **damages** resulting from more than one **bodily injury** or, if there are multiple judgments resulting from more than one **bodily injury**, the limit of **our** liability for the cost of all such bonds is 10 percent of the

"each **accident**" limit of liability under Coverage A.

- (c) If the judgment is for **damages** resulting from **property damage**, the limit of **our** liability for the cost of all such bonds is 10 percent of the "each **accident**" limit under Coverage B, regardless of the number of such judgments.
- (5) **We** will reimburse an **insured** up to \$250 for each bail bond fee paid by that **insured** because of any one **accident** resulting from the **use** of an **auto** insured under Coverage A and Coverage B. **We** have no duty to furnish or apply for such bonds.
- (6) **We** will reimburse an **insured** for reasonable and necessary expenses incurred at **our** request during the defense of a civil lawsuit. This does not include wages or salary lost by an **insured** who is attending any proceedings related to the defense of a civil lawsuit.

Each of the coverages listed above applies initially to all **insureds**. However, they apply to an **individual** who is an **insured** solely because he or she has **permission** or **general consent** to **use** the **described auto**. (Category 4 **insured**), only until **we**:

- (a) Offer to the claimant or judgment creditor, or pay into court, the full amount of **our** "each **person**" limit of liability under Coverage A and Coverage B, exclusive of **post-judgment interest** and court costs;
- (b) Pay into court the full amount of **our** "each **accident**" limit of liability under Coverage A and Coverage B, exclusive of **post-judgment interest** and court costs; or
- (c) Offer to the judgment creditor, or pay into court, that part of a judgment **we** owe within **our** limits of liability under Coverage A and Coverage B, exclusive of **post-judgment interest** and court costs.

After **we** take any one of the actions described in (a), (b), or (c), above, all of these additional coverages will cease to apply except those that are mandated by the laws of the state in which the lawsuit is properly pending.

COMPLETE EXCLUSIONS FROM COVERAGE A AND COVERAGE B

Coverage A and Coverage B do not cover any of the types of **damages** listed below.

- (1) **Damages** for **bodily injury** sustained by an **individual** employed by any **insured**, if the legal obligation arose out of an **occurrence** that took place in the course and scope of that employment. This exclusion does not apply to the **claim** of a **domestic employee**.
- (2) **Damages** for **property damage** or **consequential loss** to:
 - (a) Real or personal property **owned** by any **insured**;
 - (b) Personal property in the possession or control of the **insured** against whom the **claim** for **damages** is made;
 - (c) Personal property being transported by the **insured** against whom the **claim** for **damages** is made;
 - (d) Real or personal property, including any vehicle, rented to, or in the charge of, the **insured** against whom the **claim** for **damages** is made.

This exclusion does not apply if the **insured's** liability is based on **property damage** to:

- (a) A dwelling, or private garage, rented by an **insured**;
- (b) An **auto**, during the time it is loaned to any **insured** by a **person** engaged in the **auto business**, for demonstration purposes; or
- (c) A **temporary substitute auto**.

PARTIAL EXCLUSIONS FROM COVERAGE A AND COVERAGE B

Coverage A and Coverage B do not cover any of the types of **damages** listed below unless no other policy of liability insurance provides coverage for those **damages** in the amount required by the applicable **financial responsibility law**. In that event, the minimum dollar amount of coverage required by the applicable **financial responsibility law** will be provided by this policy. No additional benefits that are not required by that law will be provided.

- (1) **Damages** owed to any fellow employee of an **insured** if the legal obligation arose out of an **occurrence** that took place in the course and scope of their mutual employment.

- (2) **Damages** that resulted from, and in the course of, any **insured's** duties as an employee of the United States Postal Service; if Title 28 of the United States Code (Federal Tort Claims Act), as amended, requires the United States Attorney General to defend the **insured** in any civil action that may result from that **bodily injury** or **property damage**.
- (3) **Damages** that resulted from the **use** of the **described auto** to transport **individuals**; if the **operator**, or any **owner**, of that **auto** was compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **described auto**.
- (4) **Damages** that resulted from the **use** of a **non-owned auto** by any **insured** to transport **individuals**, if that **insured** was compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **non-owned auto**.
- (5) **Damages** that resulted from any use of farm machinery other than towing it with the **described auto**.
- (6) **Damages** that resulted from the **use**, or **maintenance**, of the **described auto** by any **person** engaged in the **auto business**. This exclusion does not apply to the **use** or **maintenance** of the **described auto** by:
 - (a) **You**, or
 - (b) Any **insured** in an **auto business** in which **you** have an interest as proprietor, partner, or shareholder.
- (7) **Damages** that resulted from the **ownership**, **use**, or **maintenance** of any **auto**, other than the **described auto**, by any **person** engaged in the **auto business**.
- (8) **Damages** that resulted from the **ownership**, **use**, or **maintenance** of any **auto** while towing a **trailer** that is not specifically insured under a policy of

liability insurance, unless it is a **utility trailer** covered under Coverage A or Coverage B.

- (9) **Damages** that resulted from **war**.
- (10) **Damages** that resulted from, and in the course of, any **insured's** duties as an employee of **any** governmental unit or governmental agency.
- (11) **Damages** that are also covered under a nuclear energy liability insurance policy.
- (12) **Damages** for **bodily injury** owed to any **insured, relative, or resident** of an **insured's** household.

LIMIT OF OUR LIABILITY UNDER COVERAGE A AND COVERAGE B

The limits of **our** liability for Coverage A and Coverage B are stated in the **Declarations** and are further subject to the following limitations:

- (1) **Claims** against more than one **insured** will not increase **our** limit of liability for any one **occurrence**.
- (2) The limit of liability stated in the **Declarations** for Coverage A for "each **person**" is the limit of **our** liability for all **damages** arising out of one **person's** **bodily injury** from one **occurrence**. This limit includes all **damages** to others resulting from that **person's** **bodily injury** whether direct or derivative in nature.
- (3) The limit of liability stated in the **Declarations** for Coverage A for "each **accident**" is subject to the limit for "each **person**" and is the total limit of **our** liability for all **damages** arising out of **bodily injuries** to two or more **persons** from one **occurrence**. This limit includes all **damages** to others resulting from those injured **persons'** **bodily injuries** whether direct or derivative in nature.
- (4) The limit of liability stated in the **Declarations** for Coverage A, if denominated "single limit", is the total limit of **our** liability for all **damages**, arising out of **bodily injuries** or **property damage** sustained by one or more **persons** from one **occurrence**.
- (5) The limit of liability stated in the **Declarations** for Coverage B for "each **accident**" is the total limit of **our** liability for all **damages**, arising out of **property damage** sustained by one or more **persons** from one **occurrence**.
- (6) Any amount paid or payable under Coverage C will be deducted from the amounts payable to that same

person under Coverage A, unless the limit of liability for Coverage A has been exhausted.

- (7) Regardless of the limit of liability shown in the **Declarations**, the limit of liability under Coverage A and Coverage B for **persons** who are **insureds** solely because they have **permission** or **general consent** to **use** the **described auto** (Category 4 **insureds**), will be the minimum limits of liability insurance coverages mandated by the **financial responsibility law** that applies to the **occurrence**.
- (8) If both an **auto** and a **utility trailer** are covered under Coverage A or Coverage B, **we** will treat them as one vehicle with respect to **our** limits of liability.
- (9) If a **person** who is an **insured** under Coverage A or Coverage B of this policy is **operating** a covered **auto** in another state or Canada, this policy will provide the minimum coverages required by the **financial responsibility law** applicable to vehicles insured or garaged there, or the limits of liability available to that insured in the state where this policy was written, whichever is greater.

INSURANCE WITH OTHER COMPANIES

If a **claim** covered by Coverage A or Coverage B of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, Coverage A and Coverage B apply only as excess over all such other insurance.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which their benefits apply, the limits of Coverage A and Coverage B will be prorated with all such other policies, based on the applicable limits of each, up to the total limits of liability of all the applicable policies.

CERTIFICATION OF COVERAGE

When this policy is certified as proof of financial responsibility for the future under any **financial responsibility law**, it will comply with the minimum requirements of that law but will not exceed the limits of liability stated in the **Declarations**. The certification will be effective only until **we** cancel it.

AUTOMATIC INSURANCE ON UTILITY TRAILERS UNDER COVERAGE A AND COVERAGE B

Coverage A and Coverage B apply to a **utility trailer**, but we will treat an **auto** and a **utility trailer** as one vehicle

with respect to the limits of liability of Coverage A and Coverage B.

PART II - COVERAGE C – AUTO MEDICAL, DENTAL, AND FUNERAL EXPENSE COVERAGE

The following coverages are provided under this policy only if shown in the **Declarations** and are subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

INSURING AGREEMENTS FOR COVERAGE C

- (1) We will pay the **reasonable charges** for **necessary goods and services** for the treatment of **bodily injury** sustained by an **insured**, if that **bodily injury** directly results from an **accident** that occurs while that **insured** is **occupying** or **maintaining** an **auto**.

The **bodily injury** must be discovered, and treatment started, within one year of the **accident** date. The **insured** must notify **us** that treatment has started within one year of the **accident** date. The **reasonable charges** must be incurred within three years of the **accident** date.

- (2) We will pay the **reasonable charges** for funeral services for an **insured** if his or her death directly results from an **accident** that occurs while that **insured** is **occupying** or **maintaining** an **auto**. The death must occur within one year of the **accident** date.

ADDITIONAL DEFINITION USED IN COVERAGE C

In Coverage C **insured** means:

- (1) **You** or a **relative**:
 - (a) While **occupying**, or **maintaining**, the **described auto**;
 - (b) While **occupying**, or **using**, a **non-owned auto**; or
 - (c) If **struck by a motor vehicle** while he or she was not **occupying** a vehicle of any type.
- (2) Any **individual occupying**:
 - (a) The **described auto** or a **non-owned auto**, if it is being **used** by **you** or a **relative**; or

- (b) The **described auto**, if it is being **used** by any **individual** with **permission** or **general consent**.

EXCLUSIONS FROM COVERAGE C

Coverage C does not cover:

- (1) Charges for the treatment of **bodily injury** sustained during the time the **described auto** is being **used** to transport **individuals**; if the **operator**, or any **owner**, of that **auto** is compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **described auto**.
- (2) Charges for the treatment of **bodily injury** sustained during the time a **non-owned auto** is being **used** by **you** or a **relative** to transport **individuals**, if **you** or that **relative** were compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **non-owned auto**.
- (3) Charges for the treatment of **bodily injury** resulting from the utilization of farm machinery other than the towing of such machinery with the **described auto**.
- (4) Charges for the treatment of **bodily injury** resulting from **war**.
- (5) Charges for the treatment of **bodily injury** sustained by any **person** if benefits are:
 - (a) Payable to, or on behalf of, such **person** under any **compensation law** for the same **accident**; or

- (b) Required by any **compensation law** to be provided to, or on behalf of, such **person** for the same **accident**.
- (6) Charges for the treatment of **bodily injury** sustained while an **insured** is **occupying a motor vehicle owned** by any **insured**, or a **resident** of any **insured's** household, unless that vehicle is the **described auto**.
- (7) Charges for the treatment of **bodily injury** sustained while an **insured** is **occupying a motor vehicle** that any **insured**, or a **resident** of any **insured's** household, has **general consent to use**; unless that vehicle is the **described auto**.
- (8) Charges for the treatment of **bodily injury** sustained while any **insured** was committing a felony, or seeking to elude lawful apprehension or arrest by a law enforcement official.
- (9) Charges for the treatment of **bodily injury** sustained in the course of the **insured's** occupation of parking, washing, selling, repairing, or servicing, vehicles of any type.

LIMIT OF OUR LIABILITY UNDER COVERAGE C

The limit of liability for Coverage C is stated in the **Declarations** and is subject to the following limitations:

- (1) The limit stated in the **Declarations** for Coverage C for “each **person**” is the limit of **our** liability for all covered charges incurred by, or on behalf of, each **person** who sustains **bodily injury** as a result of one **accident**.
- (2) Any amounts paid or payable, under another state’s law that provides no fault benefits, personal injury protection benefits, or similar benefits, will be deducted from the amounts payable under Coverage C for the same **bodily injury**.
- (3) If both an **auto** and a **utility trailer** are covered under Coverage C, **we** will treat them as one vehicle with respect to **our** limits of liability

INSURANCE WITH OTHER COMPANIES

If a **claim** covered by Coverage C of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will apply only as excess over such other insurance.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which their benefits apply, the limits of Coverage C will be prorated with all such other policies, based on the applicable limits of each, up to the total limits of liability of all the applicable policies.

PAYMENTS UNDER COVERAGE C

All payments **we** make in accordance with the provisions stated below reduce the total amount payable under Coverage C.

We will pay the amounts due under this coverage directly to the **insured**, unless:

- (1) A perfected lien obligates **us** to pay someone else;
- (2) Medicare, Tricare, Medicaid, or any other entity having a right of recovery under applicable federal or state law, paid the **person** who rendered the treatment for which the covered charges were made; or
- (3) The **insured** made a valid assignment of his or her right to be paid under this coverage.

In that event, **we** will pay lienholders in the order their lien notices were received by **us**; and, at **our** option, **we** may also pay:

- (1) Medicare, Tricare, Medicaid, or any other entity having a right of recovery under applicable federal or state law, to the extent it paid any **person** who rendered the treatment for which the covered charges were made; and
- (2) Assignees, if **we** receive a copy of their assignments before **we** make payment for the same charges to someone else.

If, because of a lien, a payment by Medicare, Tricare, Medicaid, or any other entity having a right of recovery under applicable federal or state law, or an assignment of an **insured's** rights under this coverage, **we** become obligated to pay any **person** an amount **we** have already paid to an **insured**, that **insured** agrees to promptly repay **us** that amount.

AUTOMATIC INSURANCE ON UTILITY TRAILERS

Coverage C applies to a **utility trailer**, but **we** will treat an **auto** and a **utility trailer** as one vehicle with respect to the limits of liability of Coverage C.

PART III – COVERAGE D – AUTO ACCIDENTAL DEATH BENEFIT

The following coverage is provided under this policy only if it is shown in the **Declarations**; and is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

INSURING AGREEMENT FOR COVERAGE D

We will pay the amount stated in the **Declarations** for Coverage D if an **accident** causes the **insured's** death. The death must occur within one year of the **accident** date and result directly, and independently of all other causes, from **bodily injury** sustained when the **insured** was:

- (1) **Occupying an auto**; or
- (2) **Struck by a motor vehicle** while he or she was not **occupying** a vehicle of any type;

but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

ADDITIONAL DEFINITION USED IN COVERAGE D

In Coverage D, **insured** means **you**.

If the **named insured** is not an **individual**, the word **insured** means the **operator** of the **described auto** if his or her death resulted from that **operation**.

EXCLUSIONS FROM COVERAGE D

Coverage D does not cover the death of an **insured**:

- (1) Resulting from **bodily injury** sustained:
 - (a) During the time the **described auto** is being **used** to transport **individuals**, if the **operator** or any **owner**, of that **auto** was compensated for the transportation of those **individuals**. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **described auto**;

- (b) During the time a **non-owned auto** is being **used** by **you** to transport **individuals**, if **you** were compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **non-owned auto**; or
 - (c) While a sane **insured** is attempting suicide.
- (2) Resulting from **war**.
 - (3) Resulting from suicide committed while the **insured** is sane.

PAYMENT OF THE COVERAGE D BENEFIT

The amount due under Coverage D will be paid to the surviving **spouse** of the deceased **insured**. If there is no surviving **spouse** at the time of payment, then to the estate of the deceased **insured**.

INSURANCE WITH OTHER COMPANIES

If a **claim** covered by Coverage D of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will not be affected and will pay its full benefit regardless of the fact that there is other applicable insurance.

INSURANCE WITH SHELTER MUTUAL INSURANCE COMPANY OR SHELTER GENERAL INSURANCE COMPANY

If a **claim** covered by Coverage D of this policy is also covered by one or more other policies issued by the Shelter Mutual Insurance Company or the Shelter General Insurance Company, all such policies apply and each will pay its full benefits.

PART IV – COVERAGE E – UNINSURED MOTOR VEHICLE LIABILITY COVERAGE

The following coverage is provided under this policy only if it is shown in the **Declarations**; and is subject to

all conditions, exclusions, and limitations of **our** liability, stated in this policy.

INSURING AGREEMENT FOR COVERAGE E

If the **owner** or **operator** of an **uninsured motor vehicle** is legally obligated to pay **damages**, we will pay the **uncompensated damages**; but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

ADDITIONAL DEFINITIONS USED IN COVERAGE E

In Coverage E:

- (1) **Damages** means money owed to an **insured** for **bodily injuries** sickness, or disease, caused by **ownership** or **use** of an **uninsured motor vehicle**. The following items are excluded from the definition of **damages**:
 - (a) **Punitive damages**; and
 - (b) An obligation created by a contract of any kind.
- (2) **Insured** means a **person** included in one of the following categories, but only to the extent stated in that category.

CATEGORY A:

- (a) **You**;
- (b) **Relatives**; and
- (c) **Individuals** listed in the **Declarations** as an “additional listed insured” who do not **own** a **motor vehicle**, and whose **spouse** does not **own** a **motor vehicle**.

CATEGORY B:

Any **individual**, not included in Category A, who is **using** the **described auto** with **permission** or **general consent**. The limit of **our** liability for **individuals** in this category is the minimum limit of uninsured motorist insurance coverage specified by the **uninsured motorist insurance law** or **financial responsibility law** applicable to the **occurrence**, regardless of the limit stated in the **Declarations**.

ADDITIONAL DUTIES OF ALL INSUREDS IN THE EVENT OF A CLAIM UNDER COVERAGE E

- (1) If a **hit-and-run motor vehicle** causes **bodily injury** to an **insured**, he or she must notify **us** within 24 hours of the **occurrence**, unless the **occurrence** renders him or her mentally or physically unable to do so. In that case, the **insured**

must notify **us** as soon as he or she is mentally and physically able to do so.

- (2) If an **insured**, or an **insured’s** legal representative, makes a **claim** for **damages** against any **person**, and a part of those **damages** may be payable under this coverage, that **insured** must promptly notify **us** of that **claim**.
- (3) If an **insured**, or an **insured’s** legal representative, institutes a lawsuit seeking **damages** against any **person**, and a part of those **damages** may be payable under this coverage, that **insured** must promptly send **us** a copy of the summons, petition, complaint, or other process issued in connection with that lawsuit.

COMPLETE EXCLUSIONS FROM COVERAGE E

Coverage E does not apply:

- (1) If any part of the **damages** are sustained while **occupying a motor vehicle owned by you** or a **relative** unless it is a vehicle specifically described in a policy of liability insurance.
- (2) If any part of the **damages** are sustained while **occupying a motor vehicle** that **you** or a **relative** has **general consent** to **use** unless it is a vehicle specifically described in a policy of liability insurance.

PARTIAL EXCLUSIONS FROM COVERAGE E

Coverage E applies to the following types of **damages**, only to the minimum extent required by the **uninsured motorist insurance law** and **financial responsibility law** of the state of Oklahoma.

- (1) To **damages** caused by an **occurrence** that was not an **accident**; and
- (2) To **damages** that result from **bodily injury** to an **individual** who is not an **insured** under this coverage.

In the situations listed below, **our** limit of liability under Coverage E is the minimum dollar amount required by the **uninsured motorist insurance law** and **financial responsibility law** of the state of Oklahoma:

- (3) If, without **our** written consent, the **insured** or the **insured’s** legal representative releases any of the **insured’s** rights of recovery against the **owner** or

operator of an **uninsured motor vehicle** who is, or may be, legally liable for **damages** payable under this coverage. But if that **owner** or **operator** offers the **insured** a settlement that requires the **insured** to release that **person**, we will either:

- (a) Substitute payment in lieu of such settlement proceeds to preserve **our** rights under this policy; or
 - (b) Waive **our** right to enforce this exclusion.
- (4) If any part of the **damages** are sustained while **occupying a motor vehicle** without **permission**.
 - (5) If **our** payment is used in whole or in part to satisfy the subrogation rights of any insurer or self-insurer who provided benefits to the **insured** under any **compensation law**.
 - (6) If any part of the **damages** are sustained during the time the **described auto** is being **used** to transport **individuals**, if either the **owner**, or the **operator**, of that **auto** is compensated for the transportation of those **individuals**. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to **you** or the **operator** of the **described auto**.
 - (7) If any part of the **damages** are sustained during the time a **non-owned auto** is being used by any **insured** to transport **individuals**, if that **insured** was compensated for that transportation. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to the **owner** or **operator** of the **non-owned auto**.
 - (8) If the applicable statute of limitations bars an **insured's** right to sue the **owner** or **operator** of the **uninsured motor vehicle** who is responsible for the **damages**.
 - (9) If any part of the **damages** are payable under this coverage because liability insurance for the **owner** or **operator** who caused the **damages** is excluded in Coverage A of this policy.

- (10) If any part of the amount owed to the **insured** is **punitive damages**.
- (11) If any part of the **damages** result from **bodily injury** that a reasonable **individual** would expect to result from any **insured's** intentional acts.
- (12) If the **damages** resulted solely from sickness or disease and the **insured** sustained no **bodily injury** as a result of the same **occurrence**.

LIMITS OF OUR LIABILITY UNDER COVERAGE E

The limits of **our** liability under Coverage E are stated in the **Declarations** and are subject to the following limitations:

- (1) If more than one **uninsured motor vehicle** is involved the limits of **our** liability are not increased.
- (2) The limit shown in the **Declarations** for “each **person**” is the limit of **our** liability for all **damages** of one **insured**. This limit applies to all **claims** made by others resulting from that **insured's bodily injury**, whether direct or derivative in nature.
- (3) The limit shown in the **Declarations** for “each **accident**” is subject to the limit for “each **person**” and is the total limit of **our** liability for all **damages** of two or more **individuals**. This limit applies to all **claims** made by others resulting from those **insureds' bodily injuries**, whether direct or derivative in nature.
- (4) Regardless of the limits shown in the **Declarations**, the limit of **our** liability for **individuals** who meet the definition of **insured** solely because they have **permission** or **general consent** to use the **described auto** (Category B **insureds**), will be the minimum limits mandated by Oklahoma's **uninsured motorist insurance law** or **financial responsibility law**.

INSURANCE WITH OTHER COMPANIES

If a **claim** covered by Coverage E of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will apply only as excess over such other insurance.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which their benefits apply, the limits of Coverage E will be prorated

with all such other policies, based on the applicable limits of each, up to the total limits of liability of all the applicable policies.

PAYMENTS UNDER COVERAGE E

We will pay any amount due under Coverage E to:

- (1) The **insured**;
- (2) The **insured's** parents or guardian if the **insured** is a minor;
- (3) Any **person** legally authorized to maintain and settle a **claim** for the **insured's** death, if **our** payment is for **damages** resulting from the **insured's** death;
- (4) Any **person** legally authorized to receive the payment for the **insured**;
- (5) Any holder of a perfected lien that obligates **us** to pay that lienholder;
- (6) Medicare, Tricare, Medicaid, or any other entity having a right of recovery under applicable federal or state law; or
- (7) Any **person** legally entitled to receive the payment because of a valid assignment by the **insured**.

We may, at **our** option, pay any amount due under this coverage to any **person** listed above and that payment will fully discharge **our** obligations under Coverage E.

OUR RIGHT TO SUBROGATION OR REIMBURSEMENT

To the extent allowed by law, **we** are entitled to be reimbursed by, or to pursue **our** subrogation rights against, any **person** who may be responsible for the **damages** upon which **our** payment under this coverage was based.

OUR SUBROGATION RIGHTS UNDER THIS COVERAGE

To the extent of **our** payment under this coverage, **we** have rights of subrogation as provided here and in the policy section headed: "POLICY TERMS APPLICABLE TO MORE THAN ONE PART OF THE POLICY" and the subheading: "SUBROGATION". Any **person** who receives payment under this coverage agrees to cooperate with **us** in enforcing **our** rights and to do nothing to prejudice them.

If an **insured** releases a **person** responsible for the **bodily injury** that forms the basis of his or her **claim** under this coverage and thereby prejudices **our** subrogation rights, no coverage is provided under this policy. **We** will not enforce this provision if an **insured** complied with the provision below headed: "SUBSTITUTE PAYMENT" and **we** failed to advance payment.

If an **insured** has a right of recovery against any **person** for **damages** paid under this coverage, but fails to file a lawsuit to enforce that right in the time allowed by the applicable statute of limitations, and thereby prejudices **our** ability to enforce **our** rights under this provision, that **insured's** right to recover for the same **damages** under this policy are excluded.

SUBSTITUTE PAYMENT

If a **person**, who is responsible for the **insured's** **damages** that form the basis of a **claim** under this coverage, makes a tentative offer of settlement in the amount of his, her, or its, liability policy limits, the **insured** must give **us** notice of that fact by certified mail. That notice must also include:

- (1) Written documentation of the **insured's** pecuniary losses and copies of all medical bills related to his or her **bodily injury claim**; and
- (2) Written authorization, or a court order, allowing us to obtain reports from all of the **insured's** employers and medical providers.

Within 60 days of **our** receipt of that notice, **we** may:

- (1) Make a substitute payment in lieu of such settlement proceeds in order to preserve **our** subrogation rights; or
- (2) Waive **our** right to deny payment under this coverage based on the release of the responsible **person**.

TRUST AGREEMENT

If **we** make any payment under Coverage E:

- (1) **We** will be entitled to the proceeds of any settlement or judgment the **insured** obtains from or against any **person** for the **damages** upon which **our** payment was based. **Our** right extends only to the amount of **our** payment.
- (2) Any **person** **we** pay will hold in trust, for **our** benefit, all rights of recovery that the **insured** has, or

later acquires, against any other **person** who may be responsible for the **damages** upon which **our** payment was based.

- (3) Any **person we** pay will do whatever is necessary to secure all rights of recovery that the **insured** may have against any other **person** who may be responsible for the **damages** upon which **our** payment was based, and will do nothing to prejudice those rights.
- (4) If **we** request it in writing, any **person we** pay, and any **insured** on whose behalf the payment was made will take, through any representative designated by **us**,

such action as may be necessary to recover **our** payment, from any **person** legally responsible for the **bodily injury** upon which **our** payment was based. Such action may be taken in the name of the **insured** on whose behalf **our** payment was made. **We** will also be reimbursed, to the extent of any recovery, the expenses, costs, and attorneys' fees **we** incurred in connection with the action.

- (5) Any **person** who **we** pay will execute and deliver to **us** such legal instruments and papers as may be appropriate to secure the rights and obligations created by this subsection.

PART V – **AUTO** PHYSICAL DAMAGE COVERAGES
COVERAGE F – COLLISION COVERAGE
COVERAGE G – COMPREHENSIVE COVERAGE
COVERAGE J - REIMBURSEMENT FOR EMERGENCY ROAD SERVICE

The following coverages are provided under this policy only if they are shown in the **Declarations** and are subject to all conditions, exclusions, limitations of **our** liability, and the **deductible**, stated in this policy.

INSURING AGREEMENT FOR COVERAGE F – COLLISION COVERAGE

We will pay the **direct loss** resulting from **property damage** to the **described auto** if it is caused by:

- (1) **Accidental** upset of the **described auto**; or.
- (2) **Accidental** collision between the **described auto** and another object, other than:
 - (a) Hail;
 - (b) Falling objects;
 - (c) Flying objects;
 - (d) Objects being blown by the wind;
 - (e) People;
 - (f) Birds; or
 - (g) Animals;

but this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

We will pay the amount by which the **direct loss** exceeds **your deductible**.

No **deductible** applies if the collision is with another vehicle **we** insure, unless that other vehicle is **owned** by **you** or a **resident** of **your** household.

It is **our** right to elect whether **we** pay the **comparable value** or the **cost to repair** the **described auto** or any of its parts.

If a **claim** is covered under this coverage, **we** will also pay the reasonable cost **you** incur immediately after an **accident** to protect the **described auto** and its equipment from further damage. This does not include the cost of renting other transportation.

If **we** elect to pay the **comparable value** of a part that requires installation, **we** will pay to remove the damaged part and to install the **replacement part**.

If **we** elect to pay the **comparable value** of the **described auto** as a whole, **we** will also pay the amount by which that value was increased by the addition of items covered under the section titled: "LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G", up to the limit of that coverage; unless **we** return those items to **you** under the provisions of the section titled: "**CLAIM SETTLEMENT OPTIONS**".

We will not pay any **claim** under this coverage if that **claim** was paid under Coverage G.

INSURING AGREEMENT FOR COVERAGE G – COMPREHENSIVE COVERAGE

We will pay the **direct loss** resulting from **property damage** to the **described auto** unless it is caused by:

- (1) **Accidental** upset of the **described auto**; or.
- (2) **Accidental** collision between the **described auto** and an object, other than:
 - (a) Hail;
 - (b) Falling objects;
 - (c) Flying objects;
 - (d) Objects being blown by the wind;
 - (e) People;
 - (f) Birds; or
 - (g) Animals.

We will pay the **direct loss** resulting from **property damage** to the **described auto** caused by **accidental** collision between the **described auto** and the objects listed in subparagraphs (a) through (g), above, under this coverage. But this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

We will pay the amount by which the **direct loss** exceeds **your deductible**.

It is **our** right to elect whether **we** pay the **comparable value** or the **cost to repair** the **described auto** or any of its parts.

If a **claim** is covered under this coverage, **we** will also pay:

- (1) The reasonable cost **you** incur immediately after a covered event to protect the **described auto** and its equipment from further damage. This does not include the cost of renting other transportation; and
- (2) The reasonable cost, up to a maximum of \$500, that **you** incur for replacing and reprogramming keys or door locks, if the **described auto** was stolen and then returned to **you**.

If **we** elect to pay the **comparable value** of a part that requires installation, **we** will pay to remove the damaged part and to install the **replacement part**.

If **we** elect to pay the **comparable value** of the **described auto** as a whole, **we** will also pay the amount by which that value was increased by the addition of items covered under the section titled: "LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G", up to the limit of that coverage; unless **we** return those items to **you** under the provisions of the section titled: "**CLAIM SETTLEMENT OPTIONS**".

If covered property is stolen, but recovered before **we** fully pay **your claim**, **we** may return it, at **our** expense, either to **you** or to **your** address shown in the **Declarations**. If **we** do so, **we** will pay **you** the **direct loss** for damage that occurred between the time of its theft and the time of its return. Abandonment of the property to **us** is not permitted.

If the **described auto** is stolen, **we** will pay up to \$30 per day for any additional transportation costs **you** paid because of the fact that the **described auto** was unavailable for **your use**. **We** will pay this benefit for a maximum of 45 days. This coverage begins 48 hours after the theft has been reported to **us** and ends when the **described auto** is returned to **you**, or **we** offer to settle **your claim** under this coverage, whichever occurs sooner. In no event will **we** be liable, under this coverage, for more than 45 days of benefits. No **deductible** applies to this benefit.

We will not pay any **claim** under this coverage if that **claim** was paid under Coverage F.

INSURANCE ON NON-OWNED AUTOS AND RENTAL AUTOS UNDER COVERAGE F AND COVERAGE G

Coverage F and Coverage G, apply to **non-owned autos** (including **rental autos** that meet the definition of **non-owned autos**) while **you** or a **relative** are in possession of them. But this extension of coverage does not apply to any **auto** with a gross vehicle weight rating (GVWR) of more than 12,000 pounds.

LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G

Coverage F and Coverage G, apply to the types of items listed below. But the maximum **we** will pay for all such items stolen or damaged in any one **accident** is \$5000, regardless of the number of such items stolen or damaged; unless this limit is removed by an endorsement to this policy:

- (1) Paint applied to the **described auto** after its **original sale**;
- (2) Parts and equipment **permanently attached** to the **described auto** after its **original sale**;
- (3) Wireless components of equipment that was **permanently attached** to the **described auto** after its **original sale**; if the **permanently attached** component is essential to the functioning of the wireless component; and
- (4) Child restraint systems in the **described auto** at the time of the **accident**.

It is **our** right to elect whether **we** pay the **comparable value** or the **cost to repair** the paint and equipment covered by this section.

If **we** request them, **you** must provide proof of purchase and installation records for the covered items to obtain this coverage.

LIMITED INSURANCE ON NON-OWNED UTILITY TRAILERS AND THEIR CARGO UNDER COVERAGE F AND COVERAGE G

Coverage F and Coverage G are extended to a **utility trailer** that is not **owned** by any **insured**, or a **resident** of any **insured's** household, while it is in **your** possession. Coverage F and Coverage G are also extended to cargo being hauled in any **utility trailer** covered under this provision, if that cargo is not **owned** by any **insured** or a **resident** of any **insured's** household. The limit of **our** liability is \$500 for the **trailer** and all covered cargo combined. Neither of those coverages extends to a **utility trailer**, or its cargo, that is otherwise insured for **property damage** regardless of the limits or **deductible** amount applying under such other insurance.

We will treat an **auto** and a **utility trailer** as separate vehicles with respect to the limits of liability and **deductible** provisions of Coverage F and Coverage G.

INSURING AGREEMENT FOR COVERAGE J – REIMBURSEMENT FOR EMERGENCY ROAD SERVICE

We will pay one of the following amounts if the **described auto accidentally** becomes disabled:

- (1) The reasonable cost **you** paid for labor necessary to eliminate the cause of the disablement, if that labor is performed at the place it is disabled; or
- (2) The reasonable cost **you** paid for towing it to the nearest place it can be repaired to the extent necessary to eliminate the cause of the disablement.

But this agreement is subject to all conditions, exclusions, and limitations of **our** liability, stated in this policy.

We will not pay any **claim** under this coverage if:

- (1) That **claim** was paid under Coverage F;
- (2) That **claim** was paid under Coverage G;
- (3) **You** were reimbursed for the cost of labor or towing by any other source; or
- (4) **You** are contractually entitled to be reimbursed for the cost of labor or towing by any other source.

ADDITIONAL DEFINITION USED IN COVERAGE F, COVERAGE G, AND COVERAGE J

In Coverage F, Coverage G, and Coverage J, **insured** means **you**.

YOUR ADDITIONAL DUTIES UNDER COVERAGE F AND COVERAGE G

A **person** who makes a **claim** under Coverage F or Coverage G must:

- (1) Provide **us** with any written proofs of loss **we** require.
- (2) Take reasonable steps after any covered event to protect the covered **auto** and its equipment from more damage. This includes ceasing to **use** it after it is initially damaged, if a reasonable **individual** would recognize that continuing to **use** it might cause additional damage.
- (3) Promptly report any theft of covered **auto**, or any part, to the police.

- (4) Allow **us** to inspect and appraise the covered **auto** or part before it is disposed of and before any repairs are started.

EXCLUSIONS FROM BOTH COVERAGE F AND COVERAGE G

Coverage F and Coverage G do not cover **property damage**:

- (1) Sustained during the time any **auto**, covered under Coverage F or Coverage G, is being **used** to transport **individuals**, if either the **owner**, or the **operator**, of that **auto** is compensated for the transportation of those **individuals**. This exclusion applies irrespective of whether the compensation is paid on a per-passenger, per-mile, hourly, or salaried, basis. This exclusion does not apply if the only compensation paid is for reimbursement of expenses related to that particular trip and it is paid to **you** or the **operator** of the **auto**.
- (2) Resulting from **war**.
- (3) To tires, unless they are attached to an **auto**, covered under Coverage F or Coverage G, and are damaged by:
 - (a) Fire;
 - (b) Vandalism;
 - (c) Theft; or
 - (d) An **accident** that also damaged other parts of that covered **auto**.
- (4) Resulting from the conversion, embezzlement, or concealment, of an **auto**, covered under Coverage F or Coverage G, by any **person** who has possession of it because of a lien, rental agreement, lease agreement, or sales agreement.
- (5) Resulting from radioactive contamination.
- (6) To a detachable living-quarters unit equipped with **permanently attached** sleeping or cooking facilities.
- (7) To any radar detection device.
- (8) For which the **insured** received payment from any other source. If that payment was in an amount less than that to which the **insured** is entitled under one of these coverages, **we** will pay the balance of the **insured's** covered loss.
- (9) For which the **insured** is contractually entitled to receive payment from any other source. If that entitlement is an amount less than that to which the

insured is entitled under one of these coverages **we** will pay the balance of the **insured's** covered loss.

- (10) For which the **insured** has released any **person** who is liable for the **property damage** on which the **claim** is based.
- (11) If the applicable statute of limitations bars an **insured's** right to sue any **person** legally responsible for the **property damage** on which the **claim** is based.
- (12) Resulting from the continued **use** of a vehicle after it sustains **property damage** in a prior **accident**, if:
 - (a) The prior **property damage** was obvious after the first **accident**; and
 - (b) A reasonable **individual** would have stopped **using** the vehicle because of the prior **property damage**.
- (13) Covered by any type of collision damage waiver, collision insurance, comprehensive insurance, or any similar contract, purchased by an **insured** in connection with the rental of a **rental auto**.

EXCLUSION FROM COVERAGE G ONLY

Coverage G does not cover **property damage** to any part of the **described auto** or a **non-owned auto** caused directly or indirectly, in whole or in part, by wear and tear, mold, fungus, spores, freezing, mechanical breakdown, mechanical failure, electrical breakdown, or electrical failure, of the damaged part itself or any other part of the same vehicle. This exclusion does not apply to:

- (a) **Property damage** resulting from mold, spores, or fungus, that occurs after, and because of, a covered **accident**;
- (b) **Property damage** that occurred while the vehicle was missing after a theft covered by Coverage G; or
- (c) **Property damage** caused by a fire that directly resulted from one of these excluded causes.

ADDITIONAL EXCLUSIONS APPLICABLE TO NON-OWNED AUTOS AND RENTAL AUTOS

Coverage F and Coverage G do not cover a **non-owned auto** (or a **rental auto** that meets the definition of **non-owned auto**) if:

- (1) It is:
 - (a) **Occupied** by its **owner** or the **owner's**;

- (b) **Occupied** by a stockholder, member, or officer, of any legal entity that **owns** it;
 - (c) On loan to anyone, for demonstration purposes, by a **person** engaged in the **auto business**; or
 - (d) Being **used** to carry property for a charge.
- (2) **Our** coverage benefits any carrier or bailee for hire obligated to pay any part of the loss.
 - (3) It is otherwise **insured** for **property damage** regardless of the **deductible** amount applying under such other insurance. This exclusion does not apply to a **rental auto**.
 - (4) In connection with the renting of a **rental auto**, an **insured** purchases a collision damage waiver, collision insurance, comprehensive insurance, or any similar contract that specifically applies to **property damage** or **consequential loss** to that **rental auto**

CLAIM SETTLEMENT OPTIONS UNDER COVERAGE F AND COVERAGE G

If **we** elect to pay the **comparable value** of any item, **we** may, at **our** option, return any equipment covered under the section titled: "LIMITED COVERAGE FOR ADDED PAINT AND EQUIPMENT UNDER COVERAGE F AND COVERAGE G" to **you**, and determine the **comparable value** of the other property on which the **claim** was based without considering that returned equipment. **We** will return that equipment only if it is not damaged or **we** pay to **repair** it.

If **we** elect to pay the **comparable value** of any item, **we** will do so only if all **owners** of that item sign, and deliver to **us**, all legal documents **we** request to give **us** full **ownership** of it.

If **we** elect to pay the **cost to repair** any item, **we** have the right to determine if **replacement parts** are needed, and the type of **replacement parts** that will be considered in **our** calculation of the **cost to repair**. **You** may choose to use other **replacement parts** in the actual **repair** of the item. If **you** do so, **you** must pay any charges over the **cost to repair**.

HOW SETTLED CLAIMS ARE PAID UNDER COVERAGE F AND COVERAGE G

These provisions apply to the payment of all **claims** under Coverage F and Coverage G except those involving payment for **rental autos** and those involving the payment for only glass parts.

(1) CLAIMS WITH A LOSS PAYEE

If a loss payee is shown in the **Declarations**, **we** will pay settled **claims** under Coverage F or Coverage G as follows:

- (a) If **we** elect to pay the **comparable value**, **we** will pay that amount jointly to **you** and the loss payee unless **you** authorize **us** to pay the loss payee separately.
- (b) If **we** elect to pay the **comparable value**, and, prior to **our** payment, the loss payee has taken possession of the vehicle or part, **we** will pay that amount to the loss payee.
- (c) If **we** elect to pay the **cost to repair**, **we** will pay **our** estimate of that amount to **you** and, at **our** option, jointly to the loss payee.
- (d) If **we** elect to pay the **cost to repair** and, at the time **we** pay, the vehicle or part has been **repaired** but the repairer has not been paid, **we** will pay **our** estimate of the **cost to repair** jointly to **you** and the repairer; and, at **our** option, jointly to the loss payee.
- (e) If **we** have paid **our** estimate of the **cost to repair** as required in subparagraph (c) or (d), above, and the repairer charges **you** for covered parts or services that were not included in **our** estimate of the **cost to repair**, **we** will pay the amount of that charge:
 - (i) Jointly to **you** and the repairer if the repairer is still in possession of the vehicle or part; or
 - (ii) To the repairer only if **you** have taken possession of the repaired vehicle or part.

If **we** pay the loss payee for a loss that is not covered, **we** are entitled to the loss payee's right of recovery against **you** to the extent of **our** payment. **Our** right of recovery will not impair the loss payee's right to its full recovery.

The coverage for the loss payee's interest is only valid until **we** terminate it. The date of termination will be at least 10 days after the date **we** mail the termination notice to the loss payee's address shown in the **Declarations**.

We will not terminate coverage for the loss payee's interest because of:

- (a) Negligence by any **owner** of the **described auto**, except the failure to pay the premium when due;
- (b) A change in the **described auto's ownership** that is unknown to **us**, unless the loss payee knew of it and failed to tell **us** within 10 days of the acquisition of that knowledge; or
- (c) An error in accurately describing the **described auto**.

(2) CLAIMS WITHOUT A LOSS PAYEE

If no loss payee is shown in the **Declarations**, **we** will pay settled **claims** under Coverage F or Coverage G as follows:

- (a) If **we** elect to pay the **comparable value**, **we** will pay that amount to **you**.
- (b) If **we** elect to pay the **cost to repair**, **we** will pay **our** estimate of that amount to **you**.
- (c) If **we** elect to pay the **cost to repair** and, at the time **we** pay, the vehicle or part has been **repaired** but the repairer has not been paid, **we** will pay **our** estimate of the **cost to repair** jointly to **you** and the repairer.
- (d) If **we** have paid **our** estimate of the **cost to repair** as required in subparagraph (b) or (c), above, and the repairer charges **you** for covered parts or services that were not included in **our** estimate of the **cost to repair**, **we** will pay the amount of that charge:
 - (i) Jointly to **you** and the repairer if the repairer is still in possession of the vehicle or part; or
 - (ii) To the repairer only if **you** have taken possession of the **repaired** vehicle or part.

HOW SETTLED CLAIMS FOR RENTAL AUTOS ARE PAID UNDER COVERAGE F AND COVERAGE G

When **we** agree to a settlement of a covered **claim** on a **rental auto**, **we** will pay the **owner** of that **rental auto**.

HOW SETTLED CLAIMS INVOLVING ONLY GLASS PARTS ARE PAID UNDER COVERAGE F AND COVERAGE G

If a **claim** involves damage to glass parts only, the following provisions apply:

- (1) If **we** elect to pay the **cost to repair**, **we** will do so only after all **repairs** are completed.
- (2) If **we** elect to pay the **comparable value** of a glass part (as opposed to the **comparable value** of the **described auto** as a whole), **we** will do so only after the part is installed.
- (3) When **we** agree to pay a **claim**, **we** may, at **our** option, pay either the **person** who replaced or **repaired** the glass parts, or the **person** who arranged for that **repair** or replacement, unless **you** paid for the **repair** or replacement, in which event **we** will pay **you**.
- (4) If **we** elect to pay the **cost to repair** without using **replacement parts**, no **deductible** applies.

INSURANCE WITH OTHER COMPANIES

(not applicable to **rental autos**)

If a **claim** covered by Coverage F, Coverage G, or Coverage J, of this policy is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverage under this policy will apply only as excess over such other insurance; but this provision does not apply to **rental autos**.

If it is impossible to reconcile the provisions of all applicable policies to determine the order in which their benefits apply, the limits of Coverage F and Coverage G will be prorated with all such other policies, based on the applicable limits of each, up to the total limits of liability of all the applicable policies.

INSURANCE AND COLLISION DAMAGE
WAIVERS ON **RENTAL AUTOS**

(1) If Coverage F, Coverage G, or Coverage J, applies to a **claim** based on damage to a **rental auto** and that loss is also covered by a policy issued by a company other than the Shelter Mutual Insurance Company or the Shelter General Insurance Company, the coverages under this policy will apply to the loss to that **auto** on a primary basis without contribution from that other insurance, unless that

other coverage was purchased for by the **insured** in connection with the rental of the **auto**.

(2) If an **insured** purchases collision insurance, comprehensive insurance, a collision damage waiver, or any similar contract when renting an **auto** and it specifically applies to **property damage** or **consequential loss** to that **rental auto**, Coverage F and Coverage G do not cover any **claims** based on **property damage** to that vehicle.