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

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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** 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.
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.

Individual means a human being.

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.

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.

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.

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:

(a) Farm-type tractors, except while being used on a public roadway;
(b) Vehicles altered for use in competition with other vehicles if the alteration prevents them from being licensed for use on a public roadway; and
(c) Vehicles being utilized as a dwelling, display area, sales area, or storage area.

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”.

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.

Non-owned auto means any auto being used, maintained, or occupied with permission, other than:

(a) The auto listed in the Declarations;
(b) An auto owned by any insured, or a resident of any insured’s household; or
(c) 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.

Occupy means being in physical contact with a vehicle while:

(a) In it;
(b) Getting into it; or
(c) Getting out of it.

An individual who is not in physical contact with a vehicle is not occupying it.

Occurrence means an action or event, or a series of actions or events, that:

(a) Started abruptly;
(b) During the policy period;
(c) Directly resulted in bodily injury or property damage; and
(d) May result in a claim.

Operator means an individual who is using a vehicle.

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.

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 INSURED
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.

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.

PART I - AUTO LIABILITY COVERAGES

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.

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**.

**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.

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 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


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:
(1) Property damage resulting from mold, spores, or fungus, that occurs after, and because of, a covered accident;
(2) Property damage that occurred while the vehicle was missing after a theft covered by Coverage G; or
(3) 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 to 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.