

**South Carolina Farm Bureau
Mutual Insurance Company or
Southern Farm Bureau Casualty
Insurance Company**

Personal Auto Policy

Your policy consists of this booklet and the appropriate Declarations, forms and endorsements. Coverages apply only when properly shown on the Declarations page.



**Visit our website at www.scfbins.com
or contact us at:**

Post Office Box 2124
West Columbia, SC
29171

724 Knox Abbott Drive
Cayce, SC 29033
(803) 796-6700

**Policy conditions require immediate notice of accident or claim.
To report an accident or claim, call us toll-free, at
1-800-799-7500**

Seat Belts Save Lives. *Buckle Up for Safety!*

YOUR PERSONAL AUTO POLICY

QUICK REFERENCE

DECLARATIONS PAGE

Your Policy Period
Your Name and Address
Your Auto or Trailer
Endorsements
Coverages and Amounts of Insurance
Lienholder Identification

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COUNTY MEMBERSHIP PROVISIONS

1. As a prerequisite to your purchase of this policy and any renewal of this insurance, you must make application to be a member of and maintain your membership in the applicable county Farm Bureau agricultural organization and affiliated state Farm Bureau agricultural organization (hereinafter collectively known as "Farm Bureau Federation").
2. Your failure to apply for membership and to maintain your membership with the applicable Farm Bureau Federation as our sponsoring organization, including but not limited to your failure to pay the required membership dues to the Farm Bureau Federation, shall require us to cancel or nonrenew your policy.
3. Dues payable to the Farm Bureau Federation are in consideration of membership in the Farm Bureau Federation and other agriculture-related services from Farm Bureau Federation and:
 - a. are not in consideration of coverage under this policy; and
 - b. are not payable to South Carolina Farm Bureau Mutual Insurance Company, Southern Farm Bureau Casualty Insurance Company, or any other insurer named on the Declarations.

INSURING AGREEMENT

We will provide the coverages **you** have selected subject to **your** payment of premiums in amounts **we** require. This agreement is made in reliance upon **your** statements to obtain coverage and subject to all of the terms and conditions of this policy. **Your** coverage selections are shown in the latest policy Declarations which completes this policy.

DEFINITIONS

The language of this insurance policy includes certain common words for easy understanding. They have specifically defined meanings. In this policy:

1. **You** and **your** mean the named insured shown in the **Declarations**; and the spouse if a resident of the same household.
2. **We, us, our** and **the Company** mean the South Carolina Farm Bureau Mutual Insurance Company, the Southern Farm Bureau Casualty Insurance Company, or Palmetto Casualty Insurance Company, as shown on the latest **Declarations**.
3. **Covered person(s)** means or refers to the person(s) and organization(s) specifically indicated as entitled to protection under the coverage being described.
4. **Auto(s)** means a self-propelled **motor vehicle**, designed primarily to be used on public roads and required to be registered under the South Carolina Motor Vehicle Registration and Licensing Act.
5. **Your auto(s)** means the vehicle(s) described on **your** policy **Declarations**.
6. **Your covered auto(s)** means **your auto** and any **newly acquired auto(s)**.

7. **Newly acquired auto(s)** means any **private passenger auto**, which **you** purchase as an addition to or a replacement for **your auto**.
8. **Private passenger auto(s)** means an **auto** used for farming, pleasure or driving to and from work. It does not include trucks or vans with a rating capacity of more than one ton used in any business other than farming or ranching.
9. **Auto business** means a business or job, the purpose of which is to sell, lease, repair, service, rent, transport, tow, store or park **autos**.
10. **Motor vehicle** means a self-propelled vehicle or **trailer** designed for use on public roads.

A **motor vehicle** does not include:

- a. tractor engines;
 - b. road rollers;
 - c. farm tractors;
 - d. tractor cranes;
 - e. power shovels;
 - f. well drillers;
 - g. electric trolleys; or
 - h. vehicles designed to operate on rails or crawler treads.
11. **Actual cash value** means the cost to replace new today with materials of like kind and quality, less physical depreciation and economic obsolescence.
 12. **Bodily injury** means injury or death of any person.
 13. **Covered equipment** means any items permanently attached to the **auto**, except power-operated machinery or other customized equipment, not specifically covered by endorsement.
A **trailer** is not considered equipment.
 14. **Declarations** means the page that completes this policy by showing **your auto(s)**, the coverages afforded, limits of liability, and other basic information.
 15. **Deductible** means the amount of loss to be paid by **you** when a loss occurs.
 16. **Employee(s)** means all persons while employed by **you**, by **family members** or by other persons using **your auto** with **your** permission, including being transported to and from work, except domestic **employees** not subject to workers' compensation laws.
 17. **Family member(s)** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household. This includes a ward or foster child.

18. **Occupying** means having actual physical contact with an **auto** while in, upon, entering, or alighting from it.
19. **Pedestrian** means a person on foot or while using a wheelchair or a non-motorized bicycle.
20. **Property damage** means damage to or destruction of tangible property.
21. **Sexual harm** means the actual, alleged, threatened, attempted, or coerced involvement in, or witnessing of, verbal or physical sexual molestation, rape, abuse, assault, or harassment.
22. **Trailer(s)** means a vehicle designed to be pulled by a **private passenger auto**.

TERRITORY

This Territory applies to all policy coverages, extensions, and exclusions. While **your** policy is in force, the coverage(s) **you** select apply to **auto** accidents or covered losses in the United States of America and its territories and possessions, Canada, Puerto Rico or between their ports. This policy does not apply elsewhere.

PART I – LIABILITY COVERAGE

BODILY INJURY LIABILITY COVERAGE

PROPERTY DAMAGE LIABILITY COVERAGE

We will:

1. pay for **bodily injury** and **property damage you** or any **covered persons** are legally obligated to pay caused by an accident arising out of the ownership, maintenance or use of **your covered auto**.
2. use attorneys of **our** choice to defend suits against **you** or any **covered person** for such **bodily injury** and **property damage**. **We** will not defend any suit after **we** have paid the applicable limit of **our** liability for the accident, which is the basis of the lawsuit.
3. investigate, negotiate, settle, deny or defend any claim or suit as **we** consider appropriate.

For the purpose of this coverage, **covered person(s)** means:

1. **you** or any **family member**;
2. any other person using **your covered auto** with **your** permission, provided the actual operation or, if he/she is not operating, his or her other actual use thereof is within the scope of such permission.
3. any other person or organization, but only with respect to legal liability imposed on them for the acts or omissions of a person for whom coverage is afforded in 1. or 2. above.

SUPPLEMENTARY PAYMENTS

In addition to **our** limits of liability, **we** will pay on behalf of **you** or any **covered person**:

1. All of **our** expenses, including premiums on appeal bonds; all costs taxed against **you** and other **covered persons** in any suit; and all interest added to awarded damages, until such damages, falling within **our** limits of liability, are paid, offered or tendered in court;
2. up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy;
3. reasonable expenses **you** or any **covered persons** incur at **our** request, because of attendance at hearings or trials, but not more than \$50 per day for loss of earnings;
4. reasonable expenses **you** or any **covered persons** incur for direct first aid to others at the time of an accident which is covered under this policy.

COVERAGE EXTENSIONS FOR PART I

USE OF OTHER AUTOS

When **your** policy insures a **private passenger auto** for **Bodily Injury** and **Property Damage** Liability Coverage, **we** will provide those same coverages and limits for the use of certain other **private passenger autos**:

1. **NON-OWNED AUTOS:**

We will provide coverage for **you** and dependent relatives of **your** household for the use of other **private passenger autos**. This other **autos** coverage does not apply to **your auto**, other **autos** that are owned by **you** or members of **your** household or to **autos** that are available for the regular use of **you** or other **covered persons**.

2. **TEMPORARY SUBSTITUTE AUTOS:**

You and dependent relatives living in **your** household have coverage for other **private passenger autos** not owned by or available for the regular use of **you** or members of **your** household, while such other **private passenger autos** substitute temporarily for **your private passenger auto**. **Your private passenger auto** must be out of use because of breakdown, repair, servicing, loss or destruction.

3. **ADDITIONAL AUTOS:**

When **you** acquire an additional **private passenger auto**, liability coverage begins at the time of delivery and continues for thirty (30) consecutive days, or to the termination date of the policy, whichever occurs first, provided that **you** ask **us** to insure the additional **private passenger auto** and pay the premium within this period of time. **You** must pay any additional premiums resulting from this extension of coverage on or before the date and time shown in any policy termination notice or before policy expiration. This premium must be paid before **we** can make any claim payment.

4. **REPLACEMENT AUTOS:**

You have liability coverage for a **private passenger auto you** acquire as a replacement for one **we** already insure. **You** must ask **us** to insure the replacement **private passenger auto** within 30 days of **you** acquiring it. **You** must pay any additional premiums resulting from this extension of coverage, as of the date **you** take delivery of the replacement **private passenger auto**, on or before the date and time shown in any policy termination notice or before policy expiration. This premium must be paid before **we** can make any claim payment.

THESE COVERAGE EXTENSIONS DO NOT APPLY:

1. to losses that involve the use of an **auto** in **your** business or occupation or the business or occupation of a relative living in **your** household. This exclusion will not apply to a **private passenger auto** as defined in this policy which is used by **you** or **your employee**;
2. to any **auto** used without the permission of the owner or the person in charge of that **auto**, or which is stolen or is reasonably known to be stolen;
3. to non-owned **autos** or temporary substitute **autos** while used:
 - a. to carry persons or property for a fee or while leased, rented or hired to others without our permission and a premium paid. Shared expense car pools will not be considered carrying persons for a fee;
 - b. in the commission of a felony; or by any person while seeking to elude lawful apprehension or arrest by any law enforcement official;
4. if any premium due is not paid by the termination date and time.

USE OF TRAILERS

Bodily Injury and **Property Damage** Liability Coverage applies to a **trailer** or farm machinery used with a **private passenger auto** described on **your Declarations**.

This coverage will not apply when the **trailer** or farm machinery:

1. is used for any business other than farming unless the policy is classified for business use;
2. is used for an office, store, display, demonstration, semi or passenger **trailer**, home or temporary living quarters.

OUT-OF-STATE COVERAGE

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

1. If the state or province has a financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the **Declarations**, **your** policy will provide the higher specified limits;

2. This policy does not conform to any requirement by any other state or province as to types and/or amounts of coverages other than **bodily injury** and **property damage** liability coverage.
3. **We** do not provide, and this policy does not conform to, **Medical Payments**; personal injury protection; accidental death, dismemberment, or disability; or any other similar no fault type coverage requirement in any other state, province, country, territory or political subdivision in excess of **our** coverage or limits, for anyone.

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

FINANCIAL RESPONSIBILITY LAW

When certified under any law as proof of future financial responsibility, and while required during the policy period, this policy shall comply with such law to the extent required but not more than **our** limits of liability for **bodily injury** or **property damage** liability coverages.

COVERAGE EXCLUSIONS FOR PART I

We will not provide coverage for:

1. **bodily injury** or **property damage** resulting from intentional acts or directions of **you** or any **covered person** or acts carried out at the direction of **you** or any **covered person**. The expected or unexpected results of these acts are not covered;
2. **property damage** to property owned by, rented to, in charge of, or transported by **you** or any **covered person**. However, **we** will provide coverage for damage to a residence or private garage rented to **you**;
3. any person for **bodily injury** to an **employee** of that person during the course of employment. This exclusion does not apply to **bodily injury** to a domestic **employee** unless workers' compensation benefits are required or available for that domestic **employee**;
4. **bodily injury** or **property damage** for any person protected under a Nuclear Energy Liability Insurance Contract or indemnity coverage, even if the contract has ended upon use of its liability limits, or as a consequence of nuclear reaction, radiation or radioactive contamination;
5.
 - a. The United States of America or any of its agencies;
 - b. Any person with respect to **bodily injury** or **property damage** resulting from the operation of an **auto** by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the **bodily injury** or **property damage**.
6. **bodily injury** or **property damage** when **your private passenger auto** is used to carry persons or property for a fee or while leased, rented or hired to others without **our** permission and a premium paid, for any amount in excess of the required limits of any applicable **motor vehicle** financial

responsibility law. Shared expense car pools will not be considered carrying persons for a fee;

7. **bodily injury or property damage** resulting from the ownership, maintenance or use of **your auto(s)** in any business for any amount in excess of the required limits of any applicable **motor vehicle** financial responsibility law. This exclusion does not apply to the ownership, maintenance or use of **your auto** by **you**, a member of **your** household, partners, agent(s), or anyone employed by **you** in such a business;
8. **bodily injury or property damage** while any person is using **your covered auto** without **your** permission or if any person is using or **occupying your covered auto** if stolen;
9. **bodily injury or property damage** resulting from the use of any **trailer** insured under this policy if used with any **auto** not insured with **us** for like insurance.
10. **bodily injury or property damage** arising from **sexual harm** committed in or upon **your covered auto** by anyone, or caused, instigated, or directed by:
 - a. **you** or any **covered person**; or
 - b. **your** or any **covered person's employee** or agent;
whether or not such **bodily injury or property damage** is:
 - (1) intended;
 - (2) expected; or
 - (3) foreseeable;by anyone.
 - c. This exclusion also applies to **bodily injury or property damage** arising from the negligent:
 - (1) employment, hiring, contracting, and/or retention by anyone of a person who commits **sexual harm**.
 - (2) investigation of, or reporting or failure to report to the proper authorities, a person:
 - (a) employed;
 - (b) hired;
 - (c) contracted; or
 - (d) retained;by **you** or any **covered person** and who commits **sexual harm**;
 - (3) failure of **you** or any **covered person** to seek medical, psychological, or other treatment, rehabilitation, or counseling, to prevent:

- (a) involvement in;
- (b) instigation of; or
- (c) continuation of;

sexual harm by:

- 1) **you** or any **covered person**;
- 2) **your** or any **covered person's** agent; or
- 3) any person employed, hired, contracted and/or retained by **you** or any **covered person**;
- (4) supervision of a person who commits **sexual harm**;
- (5) entrustment of a person to any other person who commits **sexual harm**;
- (6) allowing, by anyone, of any other person to be in the presence of any person who commits **sexual harm**;
- (7) failure by anyone to take action to stop any other person from being in the presence of any person who commits **sexual harm**; including, but not limited to failure to warn such other or any person; and
- (8) failure to anyone to prevent the commission of **sexual harm**.

Paragraphs c. (1), (2), (4), (5), (6), and (7) above also apply to any person who may commit, has committed or is alleged to have committed **sexual harm**.

- 11. **bodily injury** arising out of the actual, alleged, attempted or threatened exposure to or transmission of any communicable disease, bacteria, parasite, virus, other organism, sickness, condition or illness by any **covered person**, by any insured, by anyone in the insured's employ, by any other person acting on any insured's behalf or at any insured's direction, or by any person seeking coverage.

LIMITS OF LIABILITY AND OTHER INSURANCE

Our obligation to pay **bodily injury** or **property damage** liability losses is limited to the Per Person and Per Accident amount shown in **your Declarations**. The following conditions shall apply:

- 1. The **bodily injury** liability limits shown for each person are for all legal damages because of **bodily injury** to each person from one accident. Subject to the limit for each person, the total limit of **our** liability shown for any one accident is for all damages suffered by two or more persons.
For **property damage** liability, the limits shown are for all **property damage** incurred in one accident and which may be legally recoverable.
- 2. Subject to the first paragraph of item 1 above, the most **we** will pay for damages due to **bodily injury**:

- a. for which any person described in subparagraph (1) or (2) below becomes legally liable to pay is shown on the Declarations page under “Policy Limits - Liability - Bodily Injury”, applies only to:
 - (1) **you, your family member(s)**, and others listed on **your** policy with **us**; and
 - (2) **your employee**, but only while **your employee** is acting within the course and scope of employment with **you**; and
 - b. for which any **covered person** not described in subparagraph (1) or (2) above becomes legally liable to pay is the minimum limits of liability for **bodily injury** required by the applicable state motor vehicle compulsory insurance, financial responsibility or similar law.
3. Subject to the second paragraph of item 1 above., the most **we** will pay for **property damage**, including loss of its use:
- a. for which any person described in subparagraph (1) or (2) below becomes legally liable to pay is shown on the Declarations page under “Policy Limits - Liability - Property Damage”, applies only to:
 - (1) **you, your family member(s)**, and others listed on **your** policy with **us**; and
 - (2) **your employee**, but only while **your employee** is acting within the course and scope of employment with **you**; and
 - b. for which any **covered person** not described in subparagraphs (1) or (2) above becomes legally liable to pay is the minimum limit of liability for **property damage** required by the applicable state motor vehicle compulsory insurance, financial responsibility or similar law.
4. The limits of liability under all liability coverages, including use of other **autos**, will not add, stack, pyramid or in any way be increased even if:
- a. there is more than one **auto** liability policy issued or applicable to **you** or any other **covered person** by **us** or any other company;
 - b. there is more than one **auto** on **your Declarations** and a separate premium charge for each;
 - c. there is more than one **covered person** against whom a claim is made or suit is brought;
 - d. there is more than one person injured in an **auto** accident.
5. An **auto** and attached **trailer** are considered one unit for purposes of **bodily injury** and **property damage** liability coverage.
6. For loss involving the use of other **autos** (which includes non-owned, temporary substitute, additional or replacement **autos**), or use of **trailers**, **we** will pay the insured loss in excess of and not covered by other insurance, provided:
- a. the limits of **our** liability will not exceed the highest applicable limits of liability on any one policy written for **you** by **us**; and

- b. if there are similar coverages provided by any other company which will apply to the use of other **autos** or **trailers** for this loss, then **our** coverage will be subject to pro rata contribution until the highest applicable limits of liability for any one policy **we** provide are exhausted.
7. If **your covered auto** is involved in any covered loss, **we** will be liable only for **our** pro rata share of the loss if there is other collectible insurance, which also applies to this loss. **Our** share is determined by the proportion that **our** policy limits bear to the total collectible limits available for the loss.

PART II – UNINSURED/UNDERINSURED MOTORIST COVERAGE

UNINSURED MOTORIST COVERAGE

This coverage applies if limits of liability are shown for **Uninsured Motorist Coverage** on **your** policy **Declarations** page or subsequent amendment for the policy term.

We will pay damages for **bodily injury** or **property damage** a **covered person** is legally entitled to collect from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** or **property damage** must be caused by accident arising out of the operation or ownership of the **uninsured motor vehicle**.

UNDERINSURED MOTORIST COVERAGE

This coverage applies if limits of liability are shown for **Underinsured Motorist Coverage** on **your** policy **Declarations** page or subsequent amendment for the policy term.

We will pay damages for **bodily injury** or **property damage** a **covered person** is legally entitled to collect from the owner or operator of an **underinsured motor vehicle**. The **bodily injury** or **property damage** must be caused by accident arising out of the operation or ownership of the **underinsured motor vehicle**.

ADDITIONAL DEFINITIONS – AS USED FOR PART II:

1. **Basic limits** means the minimum liability limits required by the South Carolina Financial Responsibility Act for **bodily injury** and **property damage**.
2. **Covered person** means:
 - a. **you** and any **family member**;
 - b. any other person **occupying your covered auto** with **your** permission;
 - c. any legal representative for damages sustained by persons described in a. or b. above, under any wrongful death statute.
3. **Property damage** means injury to or destruction of the property of a **covered person**.

4. **Underinsured motor vehicle** means a **motor vehicle**, the ownership, maintenance or use of which:
- a. is insured or bonded with limits of liability for **bodily injury** and **property damage** at least equal to those required by the South Carolina Financial Responsibility Act, but
 - b. has limits of liability less than the amount of the **covered person's** damages.
 - c. An **underinsured motor vehicle** does not include any **motor vehicle**:
 - (1) owned by any government or any of its political subdivisions or agencies; or
 - (2) while being used as a residence or premises.
5. **Uninsured motor vehicle** means:
- a. a **motor vehicle**, the ownership, maintenance or use of which is:
 - (1) not insured or bonded for **bodily injury** and **property damage** liability at the time of the accident; or
 - (2) insured, self-insured or bonded for **bodily injury** and **property damage** liability at the time of the accident; but
 - (a) the limits of liability are less than required by the South Carolina Financial Responsibility Act; or
 - (b) the insuring company successfully denies coverage or is, or becomes, insolvent; or
 - b. a **motor vehicle** as to which there is no deposit of cash or securities in lieu of such **bodily injury** and **property damage** liability insurance; or
 - c. a hit-and-run **motor vehicle** whose operator or operator is unknown and which strikes:
 - (1) a **covered person**; or
 - (2) the vehicle a **covered person** is **occupying** and causes **bodily injury** to such **covered person**; or
 - (3) property of a **covered person**.
 - d. An **uninsured motor vehicle** does not include any **motor vehicle** owned by any government or any of its political subdivisions or agencies, when such vehicle is being operated with proper authorization.

LIMITS OF LIABILITY

UNINSURED MOTORIST COVERAGE

1. **Bodily Injury** – the amount of coverage is shown on the **Declarations** page under Limits of Liability – Uninsured Motorist Coverage – Each Person, Each Accident.

Under Each Person is the amount of coverage for all damages due to **bodily injury** to one person. Under Each Accident is the total amount of coverage, subject to the amount shown under Each Person, for all damages due to **bodily injury** to two or more persons in the same accident.

2. **Property Damage** – the amount of coverage is shown on the **Declarations** page under Limits of Liability – Uninsured Motorist Coverage – **Property Damage**, Each Accident. This is the amount of coverage for all **property damage** as a result of one accident.
3. Any amount payable under this coverage shall be reduced by any amount paid or payable under any workers' compensation, disability benefits or similar law. This does not reduce the limits of liability of this coverage.
4. The most **we** will pay is the lesser of:
 - a. the difference between:
 - (1) the amount of the **covered person's** damages; and
 - (2) the amount paid to the **covered person** by or for any person or organization who is or may be held legally liable for the **bodily injury** or **property damage**; or
 - b. the limits of liability of this coverage.

LIMITS OF LIABILITY

UNDERINSURED MOTORIST COVERAGE

1. **Bodily Injury** – the amount of coverage is shown on the **Declarations** page under Limits of Liability – Underinsured Motorist Coverage – Each Person, Each Accident.

Under Each Person is the amount of coverage for all damages due to **bodily injury** to one person. Under Each Accident is the total amount of coverage, subject to the amount shown under Each Person, for all damages due to **bodily injury** to two or more persons in the same accident.

2. **Property Damage** – the amount of coverage is shown on the **Declarations** page under Limits of Liability – Underinsured Motorist Coverage – **Property Damage**, Each Accident. This is the amount of coverage for all **property damage** as a result of the accident.
3. Any amount payable under this coverage shall be reduced by any amount paid or payable under any workers' compensation, disability benefits or similar law. This does not reduce the limits of liability of this coverage.

4. The most **we** will pay is the lesser of:
 - a. the difference between the amount of the **covered person's** damages; and
 - (1) the amount paid to the **covered person** by or for any person or organization who is or may be held legally liable for the **bodily injury or property damage**; and
 - (2) any applicable uninsured motorist coverage; or
 - b. the limits of liability of this coverage.
5. **We** will make no payment until:
 - a. the **covered person's** damages exceed the limits of liability of all applicable:
 - (1) **bodily injury** liability and **property damage** liability insurance policies or bonds; or
 - (2) **uninsured motor vehicle** coverages; and
 - b. the limits of liability that apply to the **bodily injury or property damage** have been used up by payment of judgments or settlements.

ADDITIONAL LIMITS OF LIABILITY AND OTHER INSURANCE

UNINSURED MOTORIST COVERAGE UNDERINSURED MOTORIST COVERAGE

1. The limits of liability are not increased because more than one motor vehicle or person is insured under this policy.
2. Any amounts otherwise payable for damages under these coverages will be reduced by any amounts paid or payable for the same damages under the liability coverage or physical damage coverage of this policy and by any amounts paid or payable by or on behalf of persons or organizations who may be legally responsible.
3. If **you** or any **family member**, while not **occupying** a **motor vehicle**, sustains **bodily injury** or **property damage**, and uninsured or underinsured motorist coverage from more than one policy issued by **us** to **you** or any **family member** applies to the accident, any amount payable under such policies shall be limited to the coverage on the one motor vehicle with the highest limit.
4. If **you** or any **family member** sustains **bodily injury or property damage** while **occupying your covered auto** and **you** or any **family member** has uninsured or underinsured motorist coverage on another **motor vehicle** under the policy or under another policy issued by **us** that applies to the accident, **you** or any **family member** may recover the uninsured or underinsured motorist coverage on all other **motor vehicles** insured under the policy and under all other automobile policies issued by **us** to **you** or any **family member**, but neither **you** nor any **family member** may recover

any amount under such coverages that is greater than the amount of uninsured or underinsured motorist coverage on the **motor vehicle** involved in the accident.

5. If **you** or any **family member** sustains **bodily injury** or **property damage** while **occupying** a **motor vehicle** owned by **you** or a **family member** that is insured under another policy not issued by **us**, **you** or any **family member** may recover the uninsured or underinsured motorist coverage on all automobile policies issued by **us** to **you** or any **family member**, but neither **you** nor any **family member** may recover any amount under such coverages that is greater than the amount of uninsured or underinsured motorist coverage on the **motor vehicle** involved in the accident.
6. If **you** or any **family member** sustains **bodily injury** or **property damage** while **occupying** a **motor vehicle** not owned by **you** or a **family member**, and uninsured or underinsured motorist coverage from more than one policy issued by **us** to **you** or any **family member** applies to the accident, any amount payable under such policies shall be limited to the amount of coverage on the one **motor vehicle** with the highest limit.
7. If **you** or any **family member** sustains **bodily injury** or **property damage** while **occupying** a **motor vehicle** owned by **you** or any **family member**, and the occupied **motor vehicle** only has the minimum amount of uninsured motorist coverage required by law, neither **you** nor any **family member** may recover any uninsured motorist coverage on any other **motor vehicle** insured under the policy or under any other policies issued by **us** to **you** or any **family member** that is greater than the minimum amount of uninsured motorist coverage required by law.
8. If **you** or any **family member** sustains **bodily injury** or **property damage** while **occupying** a **motor vehicle** owned by **you** or any **family member** and the occupied **motor vehicle** has no underinsured motorist coverage, neither **you** nor any **family member** may recover any underinsured motorist coverage on any other **motor vehicle** insured under the policy or under any other policies issued by **us** to **you** or any **family member**.
9. If a **covered person**, other than **you** or any **family member**, sustains **bodily injury** or **property damage** while **occupying your covered auto**, he or she is only entitled to recover the uninsured or underinsured motorist coverage on **your covered auto**. He or she cannot recover any other uninsured or underinsured motorist coverage on any other **motor vehicle** insured by **you** or any **family member** with **us** or under any other policy issued by **us** to **you** or any other **family member**.
10. No **covered person** may recover both uninsured and underinsured motorist coverage under this policy for damages arising out of the ownership, operation or use of the same **motor vehicle**.
11. If **you** or any **family member** sustains **bodily injury** or **property damage** while **occupying** a **motor vehicle** not owned by **you** or any **family member** and **you** or any **family member** elects to seek uninsured or underinsured motorist coverage under this policy, any uninsured or underinsured motorist coverage available under this policy will be excess

over any policy on the occupied **motor vehicle** providing uninsured or underinsured motorist coverage.

12. If **you** or any **family member** sustains **bodily injury** or **property damage** while **occupying a motor vehicle** owned by **you** or a **family member** that is not **your covered auto**, any uninsured or underinsured motorist coverage available under this policy will be excess over any policy on the occupied **motor vehicle** providing uninsured or underinsured motorist coverage.
13. If uninsured or underinsured motorist coverage is available to **you** or any **family member** under a policy issued by another insurer, **we** are liable only for **our** share. **Our** share is the proportion that the amount of the limits of liability of **our** policy bears to the total amount of all uninsured and/or underinsured motorist coverage applicable to the accident.

EXCLUSIONS

Under Uninsured Motorist and Underinsured Motorist coverages, we do not provide and there is no coverage:

1. for any **covered person** who, without **our** written consent, settles with any person or organization who may be liable for the **bodily injury** or **property damage** and thereby impairs **our** right to recover **our** payment.
2. for the benefit of:
 - a. any workers' compensation or disability benefits insurance company;
 - b. a self-insurer under any workers' compensation or disability benefits or similar law;
3. for **property damage** for which the **covered person** has been paid.
4. for **bodily injury** or **property damage** while a **covered person**, other than **you**, **your** spouse or any resident relative, is **occupying a motor vehicle** other than **your covered auto**;
5. for **bodily injury** or **property damage** resulting from intentional acts of **you** or any **covered person** or acts carried out at the direction of **you** or any **covered person**. The expected and unexpected results of these acts or directions are not covered;
6. for **bodily injury** or **property damage** arising from **sexual harm** committed in or upon **your covered auto** by anyone, or caused, instigated, or directed by:
 - a. **you** or any **covered person**; or
 - b. **your** or any **covered person's employee** or agent;whether or not such **bodily injury** or **property damage** is:
 - (1) intended;
 - (2) expected; or
 - (3) foreseeable;

by anyone.

c. This exclusion also applies to **bodily injury** or **property damage** arising from the negligent:

(1) employment, hiring, contracting, and/or retention by anyone of a person who commits **sexual harm**.

(2) investigation of, or reporting or failure to report to the proper authorities, a person:

(a) employed;

(b) hired;

(c) contracted; or

(d) retained;

by **you** or any **covered person** and who commits **sexual harm**;

(3) failure of **you** or any **covered person** to seek medical, psychological, or other treatment, rehabilitation, or counseling, to prevent:

(a) involvement in;

(b) instigation of; or

(c) continuation of;

sexual harm by:

1) **you** or any **covered person**;

2) **your** or any **covered person's** agent; or

3) any person employed, hired, contracted and/or retained by **you** or any **covered person**:

(4) supervision of a person who commits **sexual harm**;

(5) entrustment of a person to any other person who commits **sexual harm**;

(6) allowing, by anyone, of any other person to be in the presence of any person who commits **sexual harm**;

(7) failure by anyone to take action to stop any other person from being in the presence of any person who commits **sexual harm**, including but not limited to failure to warn such other or any person; and

(8) failure to anyone to prevent the commission of **sexual harm**.

Paragraphs c. (1), (2), (4), (5), (6), and (7) above also apply to any person who may commit, has committed or is alleged to have committed **sexual harm**.

7. for the first \$200 of **property damage** sustained by each **covered person** in each accident.
8. for **bodily injury** arising out of the actual, alleged, attempted or threatened exposure to or transmission of any communicable disease, bacteria, parasite, virus, other organism, sickness, condition or illness by any **covered person**, by any insured, by anyone in the insured's employ, by any other person acting on any insured's behalf or at any insured's direction, by any person seeking coverage, or any other person using any other **auto**.

CONFORMITY TO STATUTE

This coverage is intended to be in full conformity with the South Carolina Uninsured and/or Underinsured Motorist Law. If any provision of this coverage conflicts with that law, it is changed to comply with the law.

PART III – MEDICAL PAYMENTS COVERAGE

This coverage applies when limits of liability are shown for this coverage on the **Declarations** page.

We will pay **Medical Payments** benefits to or for a **covered person** who sustains **bodily injury**. The **bodily injury** must be caused by an accident:

1. resulting from the ownership, maintenance or use of an **auto** as an **auto**; or
2. resulting from being struck by any **motor vehicle** while a **pedestrian**.

DEATH BENEFITS

We will pay Death Benefits:

1. to or for **you** or any **family member**, for death caused by an automobile accident while **occupying a motor vehicle**, other than:
 - a. motorcycles;
 - b. recreational vehicles or utility vehicles not licensed or required to be licensed for road use; or
2. to or for any **employee** while **occupying your covered auto**.
3. to or for **you** or any **family member** resulting from being struck by any vehicle while a **pedestrian**.

We will pay the limit of liability, less any payments otherwise made under this coverage on account of such **bodily injury**.

The death must be a direct and independent result of such accident, and the death must occur within sixty (60) days of the date of the accident which caused the injury.

ADDITIONAL DEFINITIONS – AS USED FOR PART III:

1. **Covered person** means:

- a. **You** or any **family member** while **occupying** a **motor vehicle** other than a motorcycle, recreational vehicle or utility vehicle not licensed or required to be licensed for road use; or while a **pedestrian**; or
 - b. anyone else who sustains **bodily injury** only while **occupying your covered auto**.
2. **Medical Payments** benefits consist of the following:
- a. Medical Expenses, meaning the reasonable and necessary medical expense incurred within one (1) year from the date of the accident for a **covered person's** care or recovery.
 - b. Funeral Expenses, meaning reasonable funeral and burial expenses incurred.

EXCLUSIONS

We do not provide **Medical Payments** coverage for **bodily injury**:

- 1. sustained by anyone:
 - a. who intentionally causes the incident resulting in the injury. The expected or unexpected results of these acts are not covered;
 - b. who drives or uses a **motor vehicle** without the permission from its owner; or when the vehicle is stolen or is reasonably known to be stolen;
 - c. while participating in any racing, time trial, road rally, or any other **motor vehicle** event that declares a winner based on speed, time, handling, or endurance, whether organized or not;
 - d. while seeking to elude lawful apprehension or arrest by any law enforcement official; or
 - e. while **you**, or anyone using **your covered auto**, are involved in the commission of a felony.
- 2. sustained by any person resulting from the ownership, maintenance or use of an **auto** while being used as a residence or premises.
- 3. caused by or as a consequence of war, or war-like act whether declared or undeclared.
- 4. from or as a consequence of any nuclear or radioactive occurrence.
- 5. to any person who operates or rides as a passenger upon a motorcycle.
- 6. to any person who is injured while riding, using or **occupying** a recreational vehicle or utility vehicle not licensed or required to be licensed for road use.
- 7. to **you** or any **family member** while **occupying** or being struck by any **auto** (other than **your covered auto**) that is owned by **you** or any **family member**.
- 8. arising from **sexual harm** committed in or upon **your covered auto** by anyone, or caused, instigated, or directed by:

- a. **you** or any **covered person**; or
- b. **your** or any **covered person's employee** or agent;
 whether or not such **bodily injury** or **property damage** is:
 - (1) intended;
 - (2) expected; or
 - (3) foreseeable;
 by anyone.
- c. This exclusion also applies to **bodily injury** or **property damage** arising from the negligent:
 - (1) employment, hiring, contracting, and/or retention by anyone of a person who commits **sexual harm**.
 - (2) investigation of, or reporting or failure to report to the proper authorities, a person:
 - (a) employed;
 - (b) hired;
 - (c) contracted; or
 - (d) retained;
 by **you** or any **covered person** and who commits **sexual harm**;
 - (3) failure of **you** or any **covered person** to seek medical, psychological, or other treatment, rehabilitation, or counseling, to prevent:
 - (a) involvement in;
 - (b) instigation of; or
 - (c) continuation of;**sexual harm** by:
 - 1) **you** or any **covered person**;
 - 2) **your** or any **covered person's agent**; or
 - 3) any person employed, hired, contracted and/or retained by **you** or any **covered person**;
 - (4) supervision of a person who commits **sexual harm**;
 - (5) entrustment of a person to any other person who commits **sexual harm**;
 - (6) allowing, by anyone, of any other person to be in the presence of any person who commits **sexual harm**;

- (7) failure by anyone to take action to stop any other person from being in the presence of any person who commits **sexual harm**, including, but not limited to failure to warn such other or any person; and
- (8) failure to anyone to prevent the commission of **sexual harm**.

Paragraphs c. (1), (2), (4), (5), (6), and (7) above also apply to any person who may commit, has committed or is alleged to have committed **sexual harm**.

9. arising out of the actual, alleged, attempted or threatened exposure to or transmission of any communicable disease, bacteria, parasite, virus, other organism, sickness, condition or illness by any **covered person**, by any insured, by anyone in the insured's employ, by any other person acting on any insured's behalf or at any insured's direction, or by any person seeking coverage.

LIMITS OF LIABILITY

The limits of liability shown in the **Declarations** for **Medical Payments** coverage is **our** maximum limit of liability for each **covered person** injured in any one **auto** accident, provided that **covered persons** may not collect **Medical Payments** Coverage from more than one automobile, regardless of the number of:

1. **covered persons**;
2. claims made;
3. vehicles involved in the accident;
4. vehicles or premiums listed on the **Declarations**;
5. multiple policies.

In consideration of the premium charged for this coverage, **we** do not intend **Medical Payments** Coverage to stack with any other automobile **Medical Payments** coverage that **you** may have with this **company**, or any self-insurer.

Any amount payable under this insurance shall be reduced by any amounts paid or recovered under the Workers' Compensation or similar law of any state or federal government.

CONFORMITY

This **Medical Payments** coverage does not provide benefits other than those stated in this section, nor does it provide limits above those shown in the latest policy **Declarations** or amendment. **We** do not provide, and this policy does not conform to, **Medical Payments**; personal injury protection; accidental death, dismemberment, or disability; or any other similar no fault type coverage requirement in any other state, province, country, territory or political subdivision in excess of **our** coverage or limits, for anyone.

DUTIES AFTER AN ACCIDENT

You or someone on **your** behalf must notify **us** within six months of how, when and where the accident happened. Notice should also include the names and addresses of any other injured persons and of any witnesses.

A person seeking coverage must:

1. cooperate with **us** in the investigation or settlement of any claim;
2. submit, at **our** expense and as often as **we** reasonably require, to physical examinations by physicians **we** select;
3. provide and/or authorize **us** to obtain medical reports and other pertinent records in support of **your** claim;
4. submit a written proof of claim when required by **us**;
5. submit to examination under oath, if **we** require, by a person named by **us**, and sign any written copy of the same.

PAYMENT PROVISIONS

1. **We** may pay the insured person or any person or organization rendering the services and such payment shall reduce the amount payable under this coverage for such injury. In the event of death, benefits may be paid by **the Company** to the surviving spouse, next of kin, or legal representative of the deceased, as **we** may elect.
2. **We** will pay **covered persons** 100% of incurred **Medical Payments** benefits up to \$1,000.
3. If **your Declarations** indicate more than \$1,000 for **Medical Payments** benefits for this coverage, **we** will pay only **you, family members** or **employees** incurred **Medical Payments** benefits at 80% of the excess above \$1,000 not to exceed the per person limit of liability indicated in the **Declarations**.
4. If **you, any family member, or employee** are killed in an automobile accident while utilizing and protected by an air bag and safety belt system, **we** will double any payable death benefits this coverage provides.
5. Benefits under this policy may not be assigned without **our** prior written consent.
6. In the event that **you** or any other payee of **Medical Payments** benefits has collected or may collect other benefits due from any Federal or State Medicare, Medicaid, veterans or other government program that would seek reimbursement from **us, we** will not pay **you** or other payee until **we** determine that reimbursement will not be required.

DUPLICATION OF BENEFITS

No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of **motor vehicles** covered or insurers (including self-insurers).

If there is other applicable automobile **Medical Payments** insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limits of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible insurance.

VALIDITY CLAUSE

If a court of competent jurisdiction declares any provision of this coverage invalid, **we** will have the right to amend that provision to comply with the law and to recompute the premium for this coverage.

PART IV – PHYSICAL DAMAGE COVERAGES

COMPREHENSIVE COVERAGE

We will pay for direct and accidental loss of, or damage to **your auto** and its **covered equipment** not caused by collision or upset, but including fire, theft, animal collision and glass breakage. **We** will pay the **actual cash value** of loss or damage less any **deductible** shown on **your Declarations**. The **deductible** that applies to safety glass breakage claims will be that **deductible** that is permitted by law and shown on **your Declarations**. **We** will pay reasonable expenses to protect **your auto** from more damage.

If **your auto** is stolen **we** will pay **you** for transportation expenses. **We** will pay up to \$15 per day, not to exceed \$300 per occurrence. Payment begins 48 hours after **you** tell **us** and the police about the theft. Payment ends when the **auto** is returned for **your** use or when **we** offer to pay **you** for **your** loss, whichever occurs first.

COLLISION COVERAGE

We will pay for direct and accidental collision or upset, which causes loss or damage to **your auto** and its **covered equipment**. For each accident, **we** will pay, subject to the limits of liability, the **actual cash value** of loss or damage less any **deductible** shown on **your Declarations**.

EXTENSION OF COLLISION COVERAGE

Emergency Road Service

If **your private passenger auto** is disabled, **we** will pay reasonable expenses for:

1. subject to a maximum of \$75, **we** will pay for delivery of gasoline, oil, battery or tires, but excluding the cost of such items or;
2. subject to a maximum of \$75, **we** will pay for mechanical labor performed at the place of breakdown or;
3. subject to a maximum of \$75, **we** will pay for towing to the nearest garage or service station where the necessary repairs can be made if **your auto** is not driveable.

For each covered Emergency Road Service event, only one of the above benefits (items 1, 2 or 3) will apply. Emergency Road Service coverage is not subject to a **deductible**.

WAIVER OF DEDUCTIBLE

We will not subtract a **deductible** for a collision loss when **your private passenger auto** collides with another **private passenger auto** insured for liability by **us**.

This waiver of **deductible** is subject to a maximum of \$250.

However, **your deductible** will apply if **you** collide with another vehicle that **you** own.

COVERAGE EXTENSIONS FOR COMPREHENSIVE AND/OR COLLISION COVERAGE

USE OF OTHER AUTOS

When **your** policy insures a **private passenger auto** for comprehensive and/or collision coverages, **we** will provide those same coverages for the use of certain other **private passenger autos**. These extensions of coverage do not include loss from **your** operation of an **auto business**.

We will provide coverage for:

1. **NON-OWNED AUTOS:**

We will provide coverage for **you** and dependent relatives of **your** household for the use of other **private passenger autos**. This other **autos** coverage does not apply to **your auto**, other **autos** that are owned by **you** or members of **your** household or to **autos** that are available for the regular use of **you** or other **covered persons**.

2. **TEMPORARY SUBSTITUTE AUTOS:**

You and dependent relatives living in **your** household have coverage for other **private passenger autos** not owned by **you** or members of **your** household or available for **your** regular use, while such **private passenger auto(s)** substitutes temporarily for **your private passenger auto**. **Your private passenger auto** must be out of use because of breakdown, repair, servicing, loss or destruction.

3. **ADDITIONAL AUTOS:**

When **you** acquire an additional **private passenger auto**, comprehensive and/or collision coverage begins at the time of delivery and continues for thirty (30) consecutive days or to the termination date of the policy, whichever occurs first, provided that **you** ask **us** to insure the additional **private passenger auto** and pay the premium within this period of time. **You** must also pay any additional premiums resulting from this extension of coverage on or before the date and time shown in any policy termination notice or before policy expiration. Any premiums due must be paid before **we** can make any claim payment.

4. **REPLACEMENT AUTOS:**

If the **private passenger auto you** acquire replaces one **we** already insure, **we** will provide the same coverages for the replacement **private passenger auto** for a period of thirty (30) days following the date of its delivery or to the end of the policy termination date, whichever occurs first. If **you** want to continue the physical damage coverage, **you** must notify **us** within 30 days following the date of its delivery, or before the policy termination date, whichever occurs first, and pay the premium for this extension of coverage. **You** must pay on or before the date and time shown in any policy termination notice or before policy expiration. Any premiums due must be paid before **we** can make any claim payment.

CARGO COVERAGE

If **we** insure **your** pickup truck for farm use, and if **you** have either comprehensive or collision coverage, **we** will pay up to \$250 for damage to feed, seed, fertilizer, pesticides, farm produce and livestock while being hauled in **your** pickup truck. This coverage is subject to the following provisions:

1. this cargo loss must be a direct result of a covered loss to **your** pickup truck;
2. the items damaged must be owned by **you**;
3. this coverage is not subject to a **deductible**;
4. this coverage does not apply to loss by theft unless **your** pickup truck is stolen; and
5. **we** will only pay for loss not covered by other insurance.

COMPREHENSIVE AND COLLISION COVERAGE EXCLUSIONS

We will not pay for loss or damage:

1. if any premium for the coverage(s) has not been paid before the termination date and time. Premiums due must be paid before **we** can make any claim payment;
2. to a camper or living quarters unit designed to be mounted on or attached to an **auto**, unless the unit has been reported to **us** and any required premium paid;
3. caused by wear and tear, freezing, mechanical or electrical breakdown or failure or road damage to tires. This exclusion does not apply if any of the above are the direct result of a loss which is otherwise covered by comprehensive or collision coverage under this policy;
4. to clothes or personal effects;
5. to any **private passenger auto** while used to carry persons or property for a fee, or while leased, rented or hired to others without **our** permission. Shared expense car pools will not be considered carrying passengers for a fee;

6. caused from an act of war, or any radioactive contamination, however caused;
7. when **your auto** is used in preparation for or used in any race or speed contest;
8. when **you** or any **employee** intentionally conceals or misrepresents any material fact or circumstance relating to this insurance coverage;
9. when **you** are driving or using an **auto** without permission from its owner; or when the **auto** is stolen or is reasonably known to be stolen;
10. for any radar detection or similar equipment, used to detect or foil enforcement of speed or other traffic laws;
11. while **you** or anyone using **your auto** with **your** permission is involved in the commission of a felony or while seeking to elude lawful apprehension or arrest by any law enforcement official;
12. due to the taking or use of **your auto** by any governmental authority, its agencies, departments or services;
13. to any **auto** which is owned by any person or organization in the **auto business**, if **you** or the owner has other similar coverage;
14. to any custom equipment or furnishings in or upon any pickup, panel truck, or van. Custom furnishings or equipment include but are not limited to:
 - a. awnings or cabanas; or
 - b. custom murals, painting or other decals or graphics;
 - c. equipment designed to create additional living facilities;
 - d. facilities for cooking and sleeping;
 - e. height-extending roof;
 - f. special carpeting and insulation, furniture, bars.

This exclusion does not apply if the custom equipment or furnishings are specifically endorsed upon the policy and the premium paid for coverage.

15. to any of the following or their accessories for more than a limit of \$1,000:
 - a. citizen band radio;
 - b. two-way mobile radio;
 - c. telephone;
 - d. scanning monitor receiver;
 - e. television receivers and their accessories; or
 - f. computers, including their hardware and/or software.

This exclusion and limit does not apply if the equipment is permanently installed in the console or dash of **your covered auto** or is endorsed on the

policy. This opening must be normally used by the **auto** manufacturer for the installation of a radio.

16. to equipment designed for the reproduction of sound for more than a limit of \$1,000. This exclusion and limit does not apply if the equipment is permanently installed in **your covered auto** in the opening used by the **auto** manufacturer for the installation of a radio, speakers, or similar equipment; or is endorsed on the policy;
17. to tapes, records or other devices for use with equipment designed for the reproduction of sound;
18. caused by or resulting from the atmospheric condition known as acid rain;
19. caused by any intentional acts by or at the direction of **you** or any **covered person**. The expected or unexpected results of these acts are not covered.
20. due to any inherent loss in value, regardless of the reason(s) for such loss in value, of **your covered auto(s)** or **covered equipment**;
21. due to any diminished value, regardless of the reason(s) for such diminished value, in the repair of **your covered auto(s)** or **covered equipment**;

LIMITS OF LIABILITY

Our duty to pay for comprehensive or collision loss is limited to the **actual cash value** of the **auto** or its damaged parts at the time of loss.

Actual cash value will include consideration of fair market value, age and condition of the item in question at the time of loss. **We** may at **our** option pay **you** directly for a loss or repair or replace the **auto** or its damaged part(s) with like kind and quality, including used or non OEM parts (non OEM parts are those produced by someone other than the Original Equipment Manufacturer). However, **we** are not required to:

1. return **your covered auto(s)** or **covered equipment** to pre-accident market value; or
2. restore, alter, or replace undamaged property or parts, unless required for the safe operation of the vehicle.

If **your** stolen property is recovered prior to any loss settlement, **we** may return the property at **our** expense. **We** will pay for any damage because of the theft.

OTHER INSURANCE

When there is other insurance for any loss to which this coverage applies, **we** will pay for only **our** proportional share of the loss. **Our** share is determined by the proportion that **our** coverage bears to the total insurance collectible for the loss.

For losses involving the use of non-owned, temporary substitute, additional or replacement **autos**, **we** will pay the insured loss not covered by other insurance.

APPRAISAL

If **we** and **you** do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire.

The appraisers will state separately the **actual cash value** and the amount of loss. If they fail to agree, they will submit their differences to the umpire. The decision agreed upon by any two will be binding. Each party will:

1. pay its chosen appraiser; and
2. bear the expenses of the appraisal and umpire equally.

We do not waive any of **our** rights under this policy by agreeing to an appraisal.

PART V – GENERAL POLICY CONDITIONS

We, you and any **covered person** must comply with certain conditions in order for the policy to apply. The following are policy conditions:

1. **Abandonment of Property.**

We will not accept any property abandoned by **you**.

2. **Assignability or Transfer of Your Interest in this Policy.**

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

- a. the surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the **Declarations**; or
- b. the legal representative of the deceased person as if a named insured shown in the **Declarations**. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

Coverage will only be provided until the end of the policy period.

3. **Changes.**

- a. The premium is based on information **we** have received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, or is incorrect or incomplete, **we** may adjust **your** premiums accordingly during the policy period.
- b. If during the policy period the risk exposure changes for any of the following reasons, the necessary premium adjustments will be made effective the date of change in exposure. **You** agree to give **us** notice of such exposure changes as soon as is reasonably possible for:

- (1) Change in location where any vehicle is garaged;

- (2) Change, addition, or deletion relating to the description, equipment, purchase date, registration, cost, usage, miles driven to or from work or school, business or farm use, or operators of any vehicle;
- (3) Replacement, deletion, or **newly acquired auto**. **You** must request coverage for a **newly acquired auto** within 30 days from the date the **auto** is acquired and pay any premiums by the policy termination date and time if **you** wish to continue any coverage;
- (4) Change, addition, or deletion relating to the date of birth, marital status, driving record or driving license status of any operator;
- (5) Addition or deletion of an operator;
- (6) Change, addition, or deletion of any coverage or limits.

4. **Changing Policy Provisions.**

A change of any provision of this policy must be in writing by **us** and be shown on an endorsement or successive **Declarations** to be valid.

5. **Conformity to Statutes.**

If any of the terms or conditions of **your** policy conflict either with existing laws or with laws as amended or enacted by the State of South Carolina, **we** will interpret **your** policy in conformity to such laws.

6. **Declarations.**

By accepting this policy, **you** agree that the statements in the applications, **Declarations**, or change forms are **your** agreements and representations.

This policy is issued in reliance upon the truth of **your** representations. It contains all agreements existing between **you** and **us**.

7. **Duties After Loss.**

You, any **covered person**, or any person or organization seeking coverage must:

- a. immediately notify the appropriate law enforcement authority in the event of **bodily injury** or damage to property, the theft of **your covered auto**, or injury or damage if it is reasonable that a crime was committed;
- b. promptly give **us** or **our** agent written notice of all accidents, occurrences and losses as soon as possible;
- c. immediately deliver to **us** each and every document, notice, demand, summons, complaint or any other document(s) received relating to any alleged claim, accident, occurrence, **bodily injury** or **property damage**, however caused;
- d. cooperate with **us** in the investigation, settlement or defense of any claim or suit;

- e. take reasonable steps after loss to protect **your covered auto** and its equipment from further loss. **We** will pay reasonable expenses incurred to do this;
- f. permit **us** to inspect and appraise **your covered auto** or other damaged property after loss before its repair or disposal, and thereafter as often as **we** may require;
- g. provide all records, receipts, invoices or certified copies thereof to support **your** claim;
- h. submit a sworn statement and proof of loss, completed fully and stating the amount of any claim, when required by **us**;
- i. submit, separate and apart from any other insured or **covered person**, to examination under oath, if **we** require, by any person named by **us**, and sign any written copy of the same;
- j. attempt to identify the vehicle and operator of any other vehicles which strike **you** or **your covered auto**.

8. **Excluded Driver.**

When **your** policy is endorsed to exclude any person as a driver, none of the coverages under this policy will be in force when any such excluded driver operates any **motor vehicle**.

9. **Fair Credit Reporting Act Statement.** At **our** option, **we** may conduct a credit investigation or obtain credit information on **you**, any insured or future insured, under this policy. This report will be used for underwriting purposes to determine if an offer of coverage will be made; if coverage may continue; or to determine rates, terms, or any other condition.

10. **Grace Period.**

This grace period applies only to the premium due at the renewal inception date and does not apply to any payments due as part of any installment or premium finance plan, nor any additional premium due to a policy change.

If **your** premium due for renewal is received by **the Company** within 15 days, exclusive of the due date, **your** policy will provide continuous protection without a lapse in coverage. After 15 days, the policy is expired on its own terms as of the expiration date, and an application for a new policy may be required.

11. **Liberalization.**

You will automatically have the benefit of any extension or broadening of coverage in this policy, as of the effective date of the change, provided it does not require additional premium.

12. **Misrepresentation.** **We** do not provide coverage for any **covered person**, as defined in this policy, who has knowingly concealed or misrepresented any material fact or circumstance relating to this insurance:

- a. at the time application was made; or

- b. at any time during the policy period; or
- c. in connection with the presentation or settlement of a claim.

13. **No Benefit to Bailee.**

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

14. **Our Right to Recover Payment.**

If **we** make a payment under this policy and the person or organization to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person or organization shall:

- a. do whatever is necessary to enable **us** to exercise **our** rights; and
- b. do nothing after loss to prejudice them; and
- c. reimburse **us** to the extent of **our** payment if such person or organization has made recovery from another person or party responsible for the loss; and
- d. be required to reimburse **us** if any settlement or judgment duplicates **our** payments.

These provisions will be applied according to state law.

15. **Policy Period and Premium Payments.**

Your Declarations or renewal certificate will show the policy period. Unless canceled, this policy may be renewed at **our** option if the required premium is paid by **you** and accepted by **us**. Failure to pay before the date and time of policy termination or policy expiration will end coverage. If **your** policy does expire and **you** send a later payment of the required premium, **we** may reinstate at **our** option. **We** will determine the effective date and time of the new policy and the coverages and limits **we** will provide. However, a new application may be required. If **we** reinstate, a new or additional premium may be required. A new policy period is then established.

If, while this policy is in force, **you** request any change in **your** policy or if **your** policy is changed by **us**, any premium difference will be transacted as follows:

- a. refunds, if any, will either be returned to **you** or applied as a credit to **your** existing policy;
- b. additional premium due, if any, on any existing policy will be billed to **you** and **you** will be required to pay such additional premium on or before the date and time of policy termination or policy expiration.

16. **Prejudgment Interest.**

This policy does not pay any prejudgment interest for any coverages.

17. **Suit Against the Company.**

You may not bring legal action against **us** on any of the coverages provided in this policy until **you** comply with all terms of this policy.

No legal action may be brought by **you** or any **covered person** against **us** under the liability coverage until the amount of damages **you** are legally liable to pay has been finally determined by:

- a. a judgment after actual trial and appeal if any; or
- b. agreement between **you**, the claimant and **us**.

No one can make **us** a party to any suit to determine **our** liability:

- a. under Medical Payments coverage, until thirty (30) days after **we** get proof of claim and the amount of loss is determined by the terms of this policy.
- b. under Physical Damage Coverages until thirty (30) days after **we** get proof of claim and the amount of loss is determined by the terms of this policy.

18. **Termination.**

- a. Cancellation. This policy may be canceled during the policy period as follows:
 - (1) During the first 60 days this policy is in effect, this policy may be canceled only if:
 - (a) A check or bank draft tendered for payment of premium is returned unpaid for insufficient funds or other reasons by the financial institution. If **we** cancel for this reason, **we** will cancel by mailing notice to the named insured shown in the **Declarations** at the address shown in this policy at least 15 days prior to the date on which cancellation is to take effect or;
 - (b) Proof is furnished from the Department of Motor Vehicles that:
 - 1) **your covered auto** shown in the **Declarations** has been sold or otherwise disposed of; or
 - 2) the tags and registration of **your covered auto** shown in the **Declarations** have been surrendered.
 - (2) If this policy has been in effect for more than 60 days, **you** may cancel by:
 - (a) returning this policy to **us**; or
 - (b) giving **us** advance written notice of the date cancellation is to take effect.
 - (3) If this policy has been in effect for more than 60 days but not more than 90 days, **we** may cancel by mailing notice to the named insured shown in the **Declarations** at the address shown

in this policy at least 15 days prior to the date on which cancellation is to take effect.

- (4) If this policy has been in effect for more than 90 days, **we** may cancel by mailing notice to the named insured at the address shown in the **Declarations** at the address shown in this policy at least 15 days prior to the date on which cancellation is to take effect, only if:
 - (a) the named insured or any other operator who either resides in the same household or customarily operates a **motor vehicle** insured under this policy has had his or her driver's license suspended or revoked during the policy period or, if the policy is a renewal, during its policy period or the ninety days immediately preceding the last anniversary of the effective date; or
 - (b) The named insured fails to pay the premium for the policy or any installment of the premium, whether payable to the insurer or its agent either directly or indirectly under any premium finance plan or extension of credit; or
 - (c) Membership in **your** local county Farm Bureau agricultural organization is not maintained.
 - (d) for any other reason lawfully permitted.
- b. Nonrenewal. If **we** decide not to renew or continue this policy, **we** will mail notice to the named insured at the address shown in the **Declarations** of this policy. Notice will be mailed at least 15 days before the end of the policy period. **We** may non-renew or refuse to continue this policy for the following reasons:
 - (1) there exists a valid and enforceable judgment against the named insured shown in the **Declarations** or any principal operator who is a member of the insured's household for failure to pay when due any payment of automobile premium. This does not apply if the named insured shown in the **Declarations** pays the entire premium for the renewal or continuation policy in advance; or
 - (2) the named insured or any other operator who either resides in the same household or customarily operates a **motor vehicle** insured under this policy has had his or her driver's license suspended or revoked during the policy period or, if the policy is a renewal, during its policy period or the ninety days immediately preceding the last anniversary of the effective date; or
 - (3) for failure to maintain membership in **your** local county Farm Bureau agricultural organization; or
 - (4) for any other reason lawfully permitted.
- c. Automatic Termination. If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the

required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

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

d. Other Termination Provisions.

- (1) **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- (2) If this policy is canceled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. The premium refund, if any, will be computed according to **our** manuals and as of the date of cancellation. However, making or offering to make the refund is not a condition of cancellation.
- (3) The effective date and time of cancellation stated in the notice shall become the end of the policy period.

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MUTUAL COMPANY CONDITIONS

(Applies only to South Carolina Farm Bureau Mutual Insurance Company)

This policy is issued by a mutual company having special regulations lawfully applicable to its organizations, membership, policies or contracts of insurance, of which the following shall apply to and form a part of this policy:


By virtue of this policy, the policyholder is a member of **the Company** and is entitled to vote, in person or by proxy, at all meetings of the members of **the Company**.

The policyholder shall participate in the return of unused premiums (dividends) to the extent and on the conditions determined, fixed and declared by the Board of Directors in accordance with the law.

This policy is nonassessable. The holder of this policy is not subject to any contingent liability nor liability to assessment.

The insured is hereby notified that by virtue of this policy he is a member of the South Carolina Farm Bureau Mutual Insurance Company and that the bylaws of **the Company** fix the annual meeting at 12:00 o'clock Noon on the last Thursday in October of each year at the Company's Home Office.

IN WITNESS WHEREOF, this **Company** has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this **Company**.



President



Secretary

PARTICIPATING CONDITIONS


For Policies Issued in Southern Farm Bureau Casualty Insurance Company Only.

While this policy is in force, the named insured is entitled to share in the distributable net earnings and savings of **the Company** in accordance with the dividends declared by the Board of Directors on this and like policies.

IN WITNESS WHEREOF, **THE COMPANY** has caused this policy to be signed by its President and Secretary and countersigned on the **Declarations** page by a duly authorized representative of **the Company**.



President - CEO



Secretary

LOSS PAYABLE ENDORSEMENT

If a lienholder is named in the **Declarations**, the following conditions apply in respect to Comprehensive Coverage and Collision Coverage.

“Loss or damage, if any, under the policy shall be payable as provided in the policy and this insurance as to the interest of the Bailment Lessor, Conditional Vendor or Mortgagee or Assignee of Bailment Lessor, Conditional Vendor or Mortgagee (herein called the Lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor or Owner of the within described automobile nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor or Purchaser in possession of the property insured under a bailment lease, conditional sale, mortgage or other encumbrance is not covered under such policy, unless specifically insured against and premium paid therefore; and provide, also, that in case the Lessee, Mortgagor or Owner shall neglect to pay any premium due under such policy the Lienholder shall, on demand, pay the same.

“Provided also, that the Lienholder shall notify **the Company** of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by such policy, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise such policy shall be null and void.

“**The Company** reserves the right to cancel such policy at any time as provided by its terms, but in such case **the Company** shall notify the Lienholder when not less than 10 days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and **the Company** shall have the right, on like notice, to cancel this agreement.

“If the insured fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within 60 days thereafter, in form and manner as provided by the policy, and, further, shall be subject to the provisions of the policy relating to appraisal and time of payment and of bringing suit.

“Whenever **the Company** shall pay the Lienholder any sum for loss or damage under such policy and shall claim that, as to the Lessee, Mortgagor or Owner, no liability therefore existed, **the Company** shall, to the extent of such payment, be thereupon legally subrogated to all rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

“Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, agreements or limitations of such policy, other than as above stated.”

STATEMENT REQUIRED BY STATUTE

No new policy or original premium notice of insurance covering liability arising out of the ownership, maintenance, or use of a motor vehicle may be issued or delivered unless it contains the following statement printed in boldface type, or unless the statement is attached to the front of or is enclosed with the policy or premium notice.

IMPORTANT NOTICE

In addition to the insurance coverage required by law to protect you against a loss caused by an uninsured motorist, if you have purchased liability insurance coverage that is higher than that required by law to protect you against liability arising out of the ownership, maintenance, or use of the motor vehicles covered by this policy, and you have not already purchased uninsured motorist insurance coverage equal to your liability insurance coverage:

- (1) your uninsured and underinsured motorist insurance coverage has increased to the limits of your liability coverage and this increase will cost you an extra premium charge; and**
- (2) your total premium charge for your motor vehicle insurance coverage will increase if you do not notify your agent or insurer of your desire to reduce coverage within twenty days of the mailing of the policy or the premium notice, as the case may be;**
- (3) if this is a new policy and you have already signed a written rejection of such higher limits in connection with it, paragraphs (1) and (2) of this notice do not apply.**

After 20 days, the insurer is relieved of the obligation imposed by this subsection to attach or imprint the foregoing statement to any subsequently delivered renewal policy, extension certificate, other written statement of coverage continuation, or to any subsequently mailed premium notice.

South Carolina Code of Laws

Section 38-77-141, Act 154 of 1997.