

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 15

DANE COUNTY

WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE

Case No.: 23-CV- 1310

Plaintiff,

v.

WISCONSIN REINSURANCE CORPORATION,
1ST AUTO & CASUALTY INSURANCE COMPANY

Defendants.

**AFFIDAVIT OF ATTORNEY DANIEL MCGRATH IN SUPPORT OF OBJECTION TO
LIQUIDATOR'S RECOMMENDATION REGARDING LIQUIDATOR CLAIM NO. 420**

Daniel M. McGrath, being first duly sworn upon oath, hereby states and shows to the Court as follows:

1. Your affiant, Daniel M. McGrath, is an attorney licensed to practice law in the State of Wisconsin and an attorney and member in the firm of Davczyk & Varline, LLC, the attorneys representing the claimant, the Cincinnati Insurance Company (hereinafter "Cincinnati"), regarding Special Liquidator's Claim No. 420 associated with the liquidation of 1st Auto & Casualty Insurance Company in the above-captioned matter.

2. Your affiant makes this on personal knowledge of the asserted facts and documents referenced below, in support of Cincinnati's Objection to the Liquidator's Recommendation.

3. Attached to this affidavit as **exhibit A** is a true and accurate copy of the confirmation letter sent by Janice Sylvertooth, the liquidation manager of the Special Liquidator, on May 28, 2024, confirming receipt of Cincinnati's first claim associated with Eau Claire County

Case No. 2023CV662. This claim was assigned Liquidator Claim No. 18. This exhibit is 2 pages long.

4. Attached to this affidavit as **exhibit B** is a true and accurate copy of the second proof of claim and supporting documents filed by Cincinnati on June 28, 2024, associated with Eau Claire County Case No. 2023CV662. This exhibit is 16 pages long.

5. Attached to this affidavit as **exhibit C** is a true and accurate copy of the confirmation letter sent by Janice Sylvertooth on July 17, 2024, confirming receipt of Cincinnati's second claim associated with Eau Claire County Case No. 2023CV662. This claim was assigned Liquidator Claim No. 420. This exhibit is 1 page long.

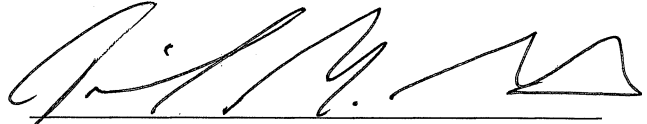
6. Attached to this affidavit as **exhibit D** is a true and accurate copy of the correspondence sent by Julieanne Gulliver, the assistant liquidation manager of the Special Liquidator, on February 25, 2026, indicating that the Liquidator intended to recommend that the Court close Liquidator Claim No. 420 without payment. This exhibit is 2 pages.

7. Attached to this affidavit as **exhibit E** is a true and accurate copy of the permanent injunction entered by this Court on January 1, 2024. This exhibit is 4 pages.

8. Attached to this affidavit as **exhibit F** is a true and accurate copy of the Cincinnati Insurance Policy under which the payments are the subject of Liquidator Claim Nos. 18 and 420 were issued. This exhibit is 48 pages.


9. As of today's date, your affiant has not received any additional correspondence from the Liquidator or their staff in reference to either Liquidator Claim Nos. 18 or 420.

Dated this 22 day of April, 2026 in Wausau, Wisconsin.



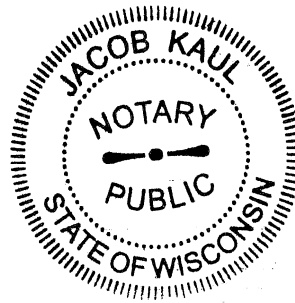
Daniel M. McGrath
State Bar No. 1118876

Subscribed and sworn to before me this
22nd day of April, 2026.



Notary Public, State of Wisconsin

My commission: ends 5/15/29



1ST AUTO & CASUALTY INSURANCE COMPANY IN LIQUIDATION

2810 City View Drive • Madison, Wisconsin 53718
(800) 261-2886 • Fax: (608) 242-4515 • thewrcgroup.com

May 28, 2024

The Cincinnati Insurance Company
PO Box 236
Athens, WI 54411

Claimant Name: The Cincinnati Insurance Company
Liquidation Claim No.: 1st Auto 0018

Dear Sir or Madam:

By order dated January 1, 2024, the Dane County Circuit Court placed 1st Auto & Casualty ("1st Auto") and Wisconsin Reinsurance Corporation ("WRC") into liquidation, pursuant to Wis. Stat. § 645.41. The liquidation order appointed the Wisconsin Commissioner of Insurance as Liquidator of WRC and 1st Auto.

You have filed a proof of claim ("POC") in the 1st Auto liquidation. The Liquidator has reviewed your claim and determined that it meets the definition of a class claim under Wis. Stat. § 645.68.

This letter is to inform you that the Liquidator will recommend to the Court that your claim be allowed as a Class 3 claim in the amount of \$42,169.20. Pursuant to Wis. Stat. § 645.71, the Liquidator's recommendations will be reported to the Court as soon as reasonably possible after the last day for filing claims which is July 1, 2024.

Pursuant to Wis. Stat. § 645.65 you may file an objection with the court to the Liquidator's claims determination within 60 days of receiving this notice by filing an objection with the court overseeing the liquidation. If the objections are not filed within that period, the claimant may not further object to the determination.

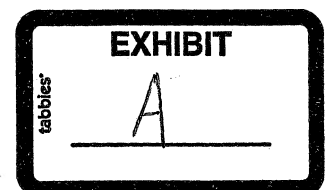
If you have any additional questions, you may contact the liquidation staff at:

1stautoproofofclaim@1stauto.com

Sincerely,

Janice Sylvertooth
Liquidation Manager
Wisconsin Reinsurance Corporation

RECEIVED MAY 31 2024
CLAIM NO.
4031331





P.O. Box 7988 • Madison, Wisconsin 53707-7988

MILWAUKEE WI 530

29 MAY 2024PM 3 L

THE CINCINNATI INSURANCE COMPANY
PO BOX 236
Athens, WI 54411

RECEIVED MAY 31 2024

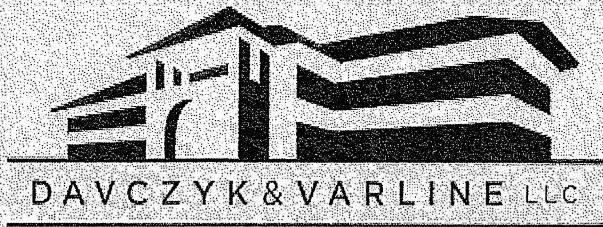
888*4718



\$0.64 0
US POSTAGE
FIRST-CLASS
06250006079391
FROM 53718

54411-029888





Daniel M. McGrath, Attorney
dmcgrath@dvlawoffice.com

Renee Ristow, Legal Assistant
ristow@dvlawoffice.com

June 27, 2024

VIA CERTIFIED MAIL & UPS:

Special Deputy Liquidator, c/o 1st Auto & Casualty Insurance Company in Liquidation
ATT: Mr. Justin Schrader, Special Deputy Commissioner
2810 City View Dr.
Madison, WI 53718

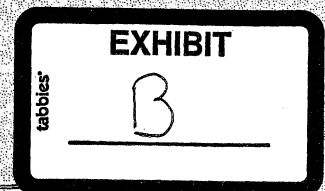
Re: Christy A. Pekol, et al v. Ellawyn B. Erb, et al
Eau Claire County Case No. 23-CV-662
Our File No. 136.027

Dear Mr. Schrader:

I am an attorney representing the Cincinnati Insurance Company ("Cincinnati") in the above identified litigation. Previously, Cincinnati submitted a claim to your office (identified as Liquidation Claim No.: 1st Auto 0018) as part of funds they had paid out regarding this accident. The location of the loss was on State Highway 92 Northbound, 10 feet north of Golf Road, in the City of Eau Claire, Eau Claire County, Wisconsin. The 1st Auto & Casualty Insurance's Claim number is 126267. For your convenience, I have attached a copy of the original proof of claim as well as the approval letter as Exhibit A. As a result of the accident that occurred on December 11, 2022, caused by 1st Auto & Casualty Insurance Company's insured, Ellawyn Blythe Erb, the Cincinnati Insurance Company is paying out the following **additional amounts** to settle the personal injury claim in the above numbered case:

\$	80,000.00	to Ms. Christy Pekol
\$	10,000.00	in Med Pay Coverage to Ms. Christy Pekol
\$	10,000.00	to Mrs. Amanda Harrison
\$	<u>683.00</u>	in Med Pay Coverage to Mrs. Amanda Harrison
TOTAL:	\$	100,683.00

As further proof of the claim, I have attached copies of checks issued by Cincinnati for the med pay coverage as Exhibit B. The settlement was reached on June 26, 2024, and so a complete copy of the settlement documents is not yet available. However, I have attached a letter from opposing counsel confirming the existence of the settlement as Exhibit C.



Attorneys at Law

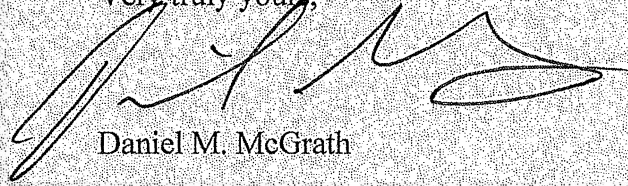
1400 Merrill Avenue, P.O. Box 1192, Wausau, WI 54402-1192
Phone: 715-675-7777 Facsimile: 715-675-8888

DAVCZYK & VARLINE, LLC
—ATTORNEYS AT LAW—

Special Deputy Liquidator
June 27, 2024
Page 2 of 2

If you require any additional supplementation, please feel free to reach out.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. McGrath', written in a cursive style.

Daniel M. McGrath

DMM/rmr
Enclosures



Daniel W. Varline, Attorney
dvarline@dvlawoffice.com

Renee Ristow, Legal Assistant
ristow@dvlawoffice.com

June 27, 2024

VIA EMAIL: nicolew@byegoff.com

Ms. Nicole R. Wells
Bye, Goff & Rohde, Ltd.
258 Riverside Drive
P.O. Box 167
River Falls, WI 54022

Re: Christy A. Pekol and Amanda J. Harrison v. Acuity, A Mutual Insurance
Company, et al
Eau Claire County Case No.: 23-CV-662
Our File No.: 136.027

Dear Ms. Wells:

This letter is to confirm that a full and final settlement has been reached in the above-referenced matter. The settlement amounts are as follows:

Christy Pekol:	\$ 80,000.00
Amanda Harrison:	\$ 10,000.00

This also confirms that the Cincinnati Insurance Company will be filing a claim in the 1st Auto liquidation process to recover these payments as well as the payments they made for property damage and medical payment coverage.

If you have any questions regarding the above, please feel free to give me a call.

Very truly yours,


Daniel W. Varline

DWV/rmr

Attorneys at Law

1400 Merrill Avenue, P.O. Box 1192, Wausau, WI 54402-1192
Phone: 715-675-7777 Facsimile: 715-675-8888

PROOF OF CLAIM IN THE MATTER OF 1st AUTO & CASUALTY INSURANCE COMPANY, IN LIQUIDATION
Case No. 2023-CV-001310

For Office Use Only	
Liquidator Claim No:	_____
Date Claim Received:	_____

DEADLINE FOR FILING PROOF OF CLAIM IS JULY 1, 2024
File a separate Proof of Claim for each claim.

READ CAREFULLY BEFORE COMPLETING THIS FORM - PLEASE PRINT

Claimant Information:

Name: The Cincinnati Insurance Company

Policy Number: A010823127

P.O. Box 236
Street Address

Insured: Harrison, Scott

Athens WI 54411
City State Zip Code

Claim Number: 4031331

Date of Loss: 12/11/2022

Telephone: (715) 316-8883

Email Address tracy-westfall@cinfin.com *tracy-westfall@cinfin.com*

(If you are represented by an attorney in this matter, please attach a separate sheet with the attorney's name, address, and telephone number.)

Claim Information:

EACH PROOF OF CLAIM MUST ATTACH ALL SUPPORTING DOCUMENTATION IN ORDER TO BE CONSIDERED.

AMOUNT OF CLAIM (show amount remaining due after reduction for all partial payments received): \$ 100,683.00

Attach a statement briefly explaining the nature of your claim. If your claim arises out of an accident or other loss, you must include the date and location of the accident or loss. If your claim arises out of an insurance policy issued by 1st Auto & Casualty Insurance Company provide the name of the person or entity insured by 1st Auto & Casualty Insurance Company and any existing claim number.

Attach a list of all other insurance policies providing coverage or other sources for possible payment for this claim. Include the name of the insurance company, policy number, and claim number, if applicable.

Additional Information:

Are you a resident of the State of Wisconsin? (Circle one)

adjuster for Cincinnati
Yes No

Is there security on your claim?
(Circle one, and if yes, attach description and any applicable documentation)

Yes No

Is there a written contract, other than an insurance policy involved?
(Circle one, and if yes, attach description and any applicable documentation)

Yes No

UNDER PENALTIES OF LAW, I STATE THAT THE FACTS AS SET FORTH IN THIS CLAIM ARE TRUE, THAT THE SUM CLAIMED IS JUSTLY OWING AND THAT THERE IS NO SET-OFF, COUNTERCLAIM OR DEFENSE TO THE CLAIM SUBMITTED, OTHER THAN AS SET FORTH HEREIN.

The Cincinnati Insurance Company, by Tracy Westfall (Adjuster)
Claimant's Name (Please Print)

Tracy A Westfall
Signature of Claimant (Individual, Partner, or Officer)

RETAIN A COPY FOR YOUR RECORDS

RETURN TO: Special Deputy Liquidator, c/o 1st Auto & Casualty Insurance Company in Liquidation
Att. Mr. Justin Schrader, Special Deputy Commissioner
2810 City View Dr.
Madison, WI 53718

SEE INSTRUCTIONS TO COMPLETE AND SUBMIT PROOF OF CLAIM FORM

1st AUTO & CASUALTY INSURANCE COMPANY IN LIQUIDATION

INSTRUCTIONS FOR COMPLETING PROOF OF CLAIM FORM

This Proof of Claim form is used for filing a claim against 1st Auto & Casualty Insurance Company in Liquidation ("1st Auto"). If you have a claim to pursue against 1st Auto, you must file a completed Proof of Claim form with the Liquidator by July 1, 2023 (the "bar date"). To file by the bar date the Proof of Claim form must be **postmarked or received by the Liquidator no later than 11:59 PM CDT on July 1, 2024.** Failure to file a timely claim may result in the denial of your claim or consideration of your claim. Persons claiming unearned premium do NOT need to file a Proof of Claim.

Please print legibly in ink or type. Complete all of the applicable sections and blanks, read and sign. Attach additional sheets, as necessary. In the event you do not know certain information, please write "unknown." You may supplement your Proof of Claim when you have more information, provided you do so promptly after you obtain the information. If you have more than one claim against 1st Auto, a separate Proof of Claim must be submitted for each claim. You may make copies of the Proof of Claim form, request additional copies from the Liquidator using the address below, or download the form from the Liquidator website at: oci.wi.gov/WRC. A Proof of Claim must be filed even if a claim was made against 1st Auto prior to liquidation. You are advised to keep a completed copy for your records.

Whenever a claim is based upon an instrument in writing, a copy of the document should be attached to the Proof of Claim. If the document has been destroyed, a statement of the facts and circumstances of the loss must be filed, under oath, with this claim. The right (but not the obligation) to request additional supporting information is retained by the Liquidator. The failure to promptly provide such additional information may result in denial of the claim.

Early submission of your Proof of Claim form(s) will allow the Liquidator to resolve any issues in a timely manner. The Court governs the timing and final payment of approved claims.

Claimant Information:

Complete the requested contact and policy/claim number information. Ensure that the claimant's address is current, including a correct zip code. **You are required to notify the Liquidator of your change of address. If you fail to do so, you may jeopardize recovery from this estate.**

Claim Information:

Complete the requested claim information, including the amount of the claim, and a concise statement of the facts giving rise to your claim in a **separate attachment**. Make sure you attach supporting documentation of your claim to the Proof of Claim.

Additional Information:

Please complete your responses to the three questions provided.

Signature:

The claimant needs to sign and date the Proof of Claim form affirming the accuracy of the information provided. The signature does NOT need to be notarized.

Filing:

A complete and signed Proof of Claim form must be postmarked or received by the Liquidator no later than 11:59 PM CDT on July 1, 2024. Please retain a copy for your records. Submit to the Liquidator at the following address:

1st Auto & Casualty Insurance Company in Liquidation
Attn: Justin Schrader, Special Deputy Commissioner
2810 City View Drive
Madison, WI 53718
Fax: (608) 242-4514
Email: 1stautoproofofclaim@1stauto.com

IMPORTANT MAILING INFORMATION:

The Liquidator is not responsible for undelivered mail. To protect your personal information, the Liquidator recommends certified mail or some other service such as FedEx or UPS. Do not send the Proof of Claim form by unsecured email. You can transmit the Proof of Claim form via facsimile; however, the Liquidator shall not be responsible for any unintended disclosure or breach of such facsimile transmission. If you choose to send the Proof of Claim form by fax and accept responsibility for any unintended disclosure or breach of facsimile transmission, the fax number is (608) 242-4514.

Notes:

Claims will be adjudicated, as applicable, in accordance with Chapter 645 of Wisconsin Statutes, applicable policy and contract provisions, applicable guaranty fund statutes and/or the Liquidation Order or subsequent orders issued by the Liquidation Court. Appeal guidelines are found in Wis. Stat. § 645.65.

After all claims against 1st Auto are evaluated by the Liquidator and approved by the Court, approved claims will be paid by priority level based on available funds in accordance with Section 645.68. The amount of the payment will depend on the assets recovered. The amount to be paid on an individual claim, if any, will not be known until all claims are evaluated and assets are recovered. In any event, payment will not be made for several months.

The Liquidator's receipt of this Proof of Claim form does not constitute any waiver or relinquishment by the Liquidator of any defense, setoff, or counterclaim that may exist against any person, entity, or governmental agency, regarding any actions pursued by the Liquidator of 1st Auto on behalf of 1st Auto claimants, policyholders, and creditors.

PROOF OF CLAIM IN THE MATTER OF 1ST AUTO & CASUALTY INSURANCE COMPANY, IN LIQUIDATION
Case No. 2023-CV-001310

For Office Use Only	
Liquidator	_____
Claim No:	_____
Date Claim	_____
Received:	_____

DEADLINE FOR FILING PROOF OF CLAIM IS JULY 1, 2024
File a separate Proof of Claim for each claim.

READ CAREFULLY BEFORE COMPLETING THIS FORM - PLEASE PRINT

Claimant Information:

Name: The Cincinnati Insurance Company Policy Number: A010823127
P.O. Box 2316 Insured: Harrison Scott
 Street Address _____ Claim Number: 4031331
Athens City GA State 54411 Zip Code
 Telephone: 715 316-8888 Date of Loss: 12/11/2022
 Email Address: tracy.westfall@centin.com

(If you are represented by an attorney in this matter, please attach a separate sheet with the attorney's name, address, and telephone number.)

Claim Information:

EACH PROOF OF CLAIM MUST ATTACH ALL SUPPORTING DOCUMENTATION IN ORDER TO BE CONSIDERED.

AMOUNT OF CLAIM (show amount remaining due after reduction for all partial payments received): \$ 42,169.20

Attach a statement briefly explaining the nature of your claim. If your claim arises out of an accident or other loss, you must include the date and location of the accident or loss. If your claim arises out of an insurance policy issued by 1st Auto & Casualty Insurance Company provide the name of the person or entity insured by 1st Auto & Casualty Insurance Company and any existing claim number.

Attach a list of all other insurance policies providing coverage or other sources for possible payment for this claim. Include the name of the insurance company, policy number, and claim number, if applicable.

Additional Information:

Are you a resident of the State of Wisconsin? (Circle one) adjuster for Cincinnati Yes No

Is there security on your claim? (Circle one, and if yes, attach description and any applicable documentation) Yes No

Is there a written contract, other than an insurance policy involved? (Circle one, and if yes, attach description and any applicable documentation) Yes No

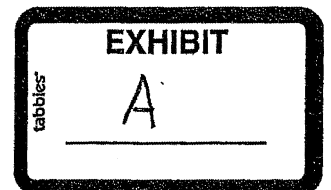
UNDER PENALTIES OF LAW, I STATE THAT THE FACTS AS SET FORTH IN THIS CLAIM ARE TRUE, THAT THE SUM CLAIMED IS JUSTLY OWING AND THAT THERE IS NO SET-OFF, COUNTERCLAIM OR DEFENSE TO THE CLAIM SUBMITTED, OTHER THAN AS SET FORTH HEREIN. THE CINCINNATI INSURANCE COMPANY

By: Tracy A. Westfall, Senior Claims Specialist
(Claimant's Name (Please Print))

Tracy A. Westfall
Signature of Claimant (Individual, Partner, or Officer)

RETAIN A COPY FOR YOUR RECORDS

RETURN TO: Special Deputy Liquidator, c/o 1st Auto & Casualty Insurance Company in Liquidation
Att Mr. Justin Schrader, Special Deputy Commissioner
2810 City View Dr.
Madison, WI 53718



SEE INSTRUCTIONS TO COMPLETE AND SUBMIT PROOF OF CLAIM FORM

1st AUTO & CASUALTY INSURANCE COMPANY IN LIQUIDATION

INSTRUCTIONS FOR COMPLETING PROOF OF CLAIM FORM

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Please print legibly in ink or type. Complete all of the applicable sections and blanks, read and sign. Attach additional sheets, as necessary. In the event you do not know certain information, please write "unknown." You may supplement your Proof of Claim when you have more information, provided you do so promptly after you obtain the information. If you have more than one claim against 1st Auto, a separate Proof of Claim must be submitted for each claim. You may make copies of the Proof of Claim form, request additional copies from the Liquidator using the address below, or download the form from the Liquidator website at: oci.wi.gov/WRC. A Proof of Claim must be filed even if a claim was made against 1st Auto prior to liquidation. You are advised to keep a completed copy for your records.

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Claim Information:

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Additional Information:

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Signature:

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Madison, WI 53718
Fax: (608) 242-4514
Email: 1stautoproofofclaim@1stauto.com

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Notes:

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After all claims against 1st Auto are evaluated by the Liquidator and approved by the Court, approved claims will be paid by priority level based on available funds in accordance with Section 645.68. The amount of the payment will depend on the assets recovered. The amount to be paid on an individual claim, if any, will not be known until all claims are evaluated and assets are recovered. In any event, payment will not be made for several months.

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1ST AUTO & CASUALTY INSURANCE COMPANY IN LIQUIDATION

2810 City View Drive • Madison, Wisconsin 53718
(800) 261-2886 • Fax: (608) 242-4515 • thewrcgroup.com

May 28, 2024

The Cincinnati Insurance Company
PO Box 236
Athens, WI 54411

RECEIVED MAY 31 2024
CLAIM NO.
11031391

Claimant Name: The Cincinnati Insurance Company
Liquidation Claim No.: 1st Auto 0018

Dear Sir or Madam:

By order dated January 1, 2024, the Dane County Circuit Court placed 1st Auto & Casualty ("1st Auto") and Wisconsin Reinsurance Corporation ("WRC") into liquidation, pursuant to Wis. Stat. § 645.41. The liquidation order appointed the Wisconsin Commissioner of Insurance as Liquidator of WRC and 1st Auto.

You have filed a proof of claim ("POC") in the 1st Auto liquidation. The Liquidator has reviewed your claim and determined that it meets the definition of a class claim under Wis. Stat. § 645.68.

This letter is to inform you that the Liquidator will recommend to the Court that your claim be allowed as a Class 3 claim in the amount of \$42,169.20. Pursuant to Wis. Stat. § 645.71, the Liquidator's recommendations will be reported to the Court as soon as reasonably possible after the last day for filing claims which is July 1, 2024.

Pursuant to Wis. Stat. § 645.65 you may file an objection with the court to the Liquidator's claims determination within 60 days of receiving this notice by filing an objection with the court overseeing the liquidation. If the objections are not filed within that period, the claimant may not further object to the determination.

If you have any additional questions, you may contact the liquidation staff at:

1stautoproofofclaim@1stauto.com

Sincerely,

Janice Sylvertooth
Liquidation Manager
Wisconsin Reinsurance Corporation

1st Auto

P.O. Box 7988 • Madison, Wisconsin 53717-7988

THE CINCINNATI INSURANCE COMPANY
PO BOX 236
Athens, WI 54411

MILWAUKEE WI 530
29 MAY 2024 PM 3 L

RECEIVED MAY 31 2024

06250006073391
FROM 53718
\$0.640
US POSTAGE
FIRST CLASS

54411-023536





Posting 75648689

Posted Date 10/24/2023
Amount (\$10,000.00)

Account 7480494827
Check Number 214650023

Posting Detail

The Cincinnati Insurance Company
The Cincinnati Indemnity Company
The Cincinnati Casualty Company
 PO Box 345496, Cincinnati OH 45250-5496

DATE: 09/26/2023
 Void if older than 365 days
 CLAIM #: 4031331
 73-27/421 Fifth Third Bank (513) 870-0012

CHECK #: 214650023

AMOUNT: **Ten Thousand 00/100 Dollars**

PAY TO:
 SACRED HEART HOSPITAL

FOR: Med Pay Exhausted

\$\$\$10,000.00**

Michael J. Sewell
 MICHAEL J. SEWELL

SecurityView
 OnlineBank

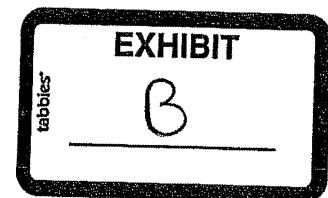
⑈ 214650023⑈ ⑆042100272⑆ 7480494827⑈

0232023 CBKCMO W/O PREJ PEG > 101000019< CR WI NAMED PAYEE
 BOX BA OH 345496 / 3612
 NAME: SACRED HEART HOSPITAL
 000020329007414

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

Authenticate check before accepting. Purple areas
 at right become sensitive when rubbed or warmed
 (ouch, not easily or by-calm on oval).

ENDORSE HERE





Date10/24/2023
 Amount(\$10,000.00)
 Payment TypeCheck
 NameCIC Checks - Claims HQ
 Posting Sequence Number 75648689
 Create Date 10/24/2023

 Effective Date10/24/2023

Status Posted
 Account7480494827
 LevelPosting
 Check Number214650023
 Account Type .. Domestic Bank Account - Commercial
 Payment Description .. CHECK WAS AN ISSUE (ARP
 OR STDREG) NOW PRCSSD THRU SUPERMICR
 AND UDS AND MATCHED
 SourceImage Exchange


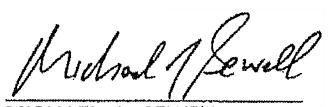



Posting 74695012

Posted Date05/11/2023
Amount.....(\$683.00)

Account.....7480494827
Check Number.....214580652

Posting Detail

 <p>AMOUNT: **Six Hundred Eighty-Three 00/100 Dollars**</p> <p>PAY TO: IHC-SACRED HEART EMERGENCY PHYSICIANS LL</p> <p>FOR Med pay</p>	<p>The Cincinnati Insurance Company The Cincinnati Indemnity Company The Cincinnati Casualty Company PO Box 145496, Cincinnati OH 45250-5496</p>	<p>DATE: 04/13/2023 Void if older than 365 days CLAIM #: 4031331 73-27/421 Fifth Third Bank (513) 870-0012 CHECK #: 214580652</p>
	<p style="text-align: right;">\$**683.00**</p> <p style="text-align: right;"> MICHAEL J. SEWELL</p>	
<p>⑈ 214580652⑈ ⑆042600272⑆ 7480494827⑈</p>		

<p>ENDORSE HERE</p> <p>X</p>	<p>338847900 - IHC-Sacred Heart Emergency Physicia</p>	<p>DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE</p> <p>Authenticate each check before accepting. Payee's name at right is printed in offset type and need not be stamped. Mark with D, Endors, or Endorse on a Seal.</p> <p></p>
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Date	05/11/2023	Status	Posted
Amount	(\$683.00)	Account	7480494827
Payment Type	Check	Level	Posting
Name	CIC Checks - Claims HQ	Check Number	214580652
Posting Sequence Number	74695012	Account Type ..	Domestic Bank Account - Commercial
Create Date	04/13/2023	Payment Description ..	CHECK WAS AN ISSUE (ARP OR STDREG) NOW PRCSST THRU SUPERMICR AND UDS AND MATCHED
Effective Date	05/11/2023	Source	Image Exchange



BYE | GOFF | ROHDE
Personal Injury Trial Lawyers

FILED
06-26-2024
Clerk of Circuit Court
Eau Claire County, WI
2023CV000662

June 26, 2024

Eau Claire County Clerk of Courts
Eau Claire County Courthouse
721 Oxford Avenue
Eau Claire, WI 54703-5496

IN RE: **Pekol/Harrison v. Erb, et al**
Eau Claire County Case No. 23CV662

Dear Clerk:

This letter is to notify you that the above-referenced case has settled and can be taken off the Court's calendar. An Order for Dismissal will follow.

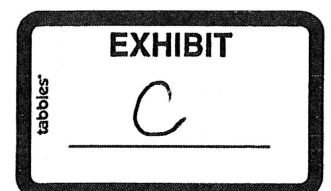
Very truly yours,

BYE, GOFF & ROHDE Ltd.

A handwritten signature in black ink that reads 'Nicole R. Wells'.

Nicole R. Wells
Licensed in Wisconsin & Minnesota
Email Address: nicolew@byegoff.com

NRW:jwc

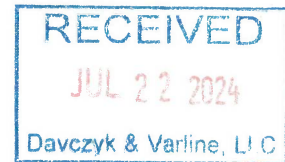


1ST AUTO & CASUALTY INSURANCE COMPANY IN LIQUIDATION

2810 City View Drive • Madison, Wisconsin 53718
(800) 261-2886 • Fax: (608) 242-4515 • thewrcgroup.com

July 17, 2024

The Cincinnati Insurance Company
c/o Daniel M. McGrath, Attorney
Dawczyk & Varline, L.L.C.
1400 Merrill Avenue, PO Box 1192
Wausau, WI 54402-1192



Insured: Scott Harrison
Your File No.: 136.027
Date of Loss: 12/11/2022
Claimant: The Cincinnati Insurance Company
Liquidator Claim No.: 0420

The Liquidator of 1st Auto & Casualty Insurance Company in Liquidation has received your Proof of Claim in the amount of \$100,683.00 on July 1, 2024, and has assigned it the Liquidator claim number cited above. For prompt responses to any inquiries, please use this claim number for future correspondence.

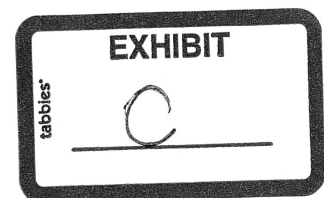
We will follow up with a claims determination letter with an approved amount and also a claims priority under Wisconsin Insurance Code Section 645.68. You will have a right at that time to object to both the amount and priority under Section 645.65.

Please review the name, address, and claim amount noted above, and notify the Liquidator if any information is incorrect. It is your duty to keep the Liquidator advised of any address changes by writing to the Liquidator at:

1st Auto & Casualty Insurance Company in Liquidation
Att. Justin Schrader, Special Deputy Commissioner
2810 City View Drive
Madison, WI 53718

Sincerely,

Janice Sylvertooth
Assistant Liquidation Manager
1st Auto & Casualty Insurance Company in Liquidation

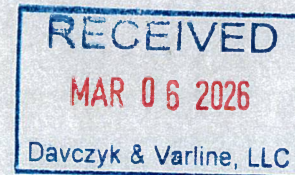


1ST AUTO & CASUALTY INSURANCE COMPANY IN LIQUIDATION

2810 City View Drive • Madison, Wisconsin 53718
(800) 261-2886 • Fax: (608) 242-4515 • thewrcgroup.com

February 25, 2026

The Cincinnati Insurance Company
c/o Daniel M. McGrath, Attorney
Davczyk & Varline, LLC
1400 Merrill Avenue, P O Box 1192
Wausau, WI 54402-1192



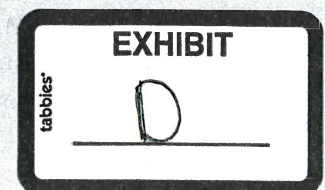
Insured: Scott Harrison
Our Claim Number: 126267
Your File Number: 136.027
Liquidator Claim Number: POC 420

By order dated January 1, 2024, the Dane County Circuit Court placed Wisconsin Reinsurance Corporation ("WRC") and 1st Auto & Casualty ("1st Auto") into liquidation, pursuant to Wis. Stat. § 645.41. The liquidation order appointed the Wisconsin Commissioner of Insurance as Liquidator of WRC and 1st Auto.

You have filed a proof of claim ("POC") in the 1st Auto liquidation in the amount of \$100,683.00. The Liquidator has reviewed your claim and determined that it meets the definition of a class claim under Wis. Stat. § 645.68.

This letter is to inform you that our records indicate that the Wisconsin Insurance Security Fund closed the claim mentioned above, without payment on February 2, 2026. The claim has been settled within the UM coverage available. We will recommend to the Court that your proof of claim be closed without any payment. Pursuant to Wis. Stat. § 645.71, the Liquidator's recommendations will be reported to the Court as soon as reasonably possible after the last day for filing claims which is July 1, 2024.

Pursuant to Wis. Stat. § 645.65 you may file an objection with the court to the Liquidator's claims determination within 60 days from the mailing of this notice by filing an objection with the court overseeing the liquidation. If the objections are not filed within that period, the claimant may not further object to the determination.



1ST AUTO & CASUALTY INSURANCE COMPANY IN LIQUIDATION

2810 City View Drive • Madison, Wisconsin 53718
(800) 261-2886 • Fax: (608) 242-4515 • thewrcgroup.com

If you have any additional questions, you may contact the liquidation staff at:

1stautoproofofclaim@1stauto.com

Sincerely,

Julianne Gulliver

Julianne Gulliver

Assistant Liquidation Manager

1st Auto & Casualty Insurance Company in Liquidation

DATE SIGNED: January 5, 2024

Electronically signed by Stephen E Ehke
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

In the Matter of the Rehabilitation of:

Wisconsin Reinsurance Corporation and 1st Auto &
Casualty Insurance Company
c/o: Office of the Commissioner of Insurance
125 South Webster Street
Madison, WI 53703

Case No. 2023CV1310

Case Code: 30703

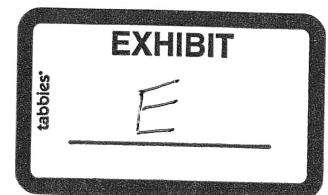
BY: The Wisconsin Insurance Security Fund
2820 Walton Commons West
Suite 135
Madison, WI 53718-6797

ORDER FOR PERMANENT INJUNCTIONS

Application having been made by Allan Patek, on behalf of the Wisconsin Insurance Security Fund (the "WISF"), the Court makes the following findings, conclusions, and order:

FINDINGS AND CONCLUSIONS

1. Allan Patek is the Executive Director of WISF.
2. Wisconsin Reinsurance Corporation ("WRC") and its wholly owned subsidiary, 1st Auto & Casualty Insurance Company ("1st Auto") are Wisconsin domestic, stock, property and casualty insurance companies that were licensed to do business in Wisconsin and have carried out insurance businesses in Wisconsin before the commencement of the current rehabilitation and liquidation proceedings.



3. On January 2, 2024, upon the Notice of Verified Petition and Verified Petition to Terminate Rehabilitation and for Order for Liquidation of Wisconsin Reinsurance Corporation and 1st Auto & Casualty Insurance Company asserted by Nathan Houdek, Commissioner of Insurance of the State of Wisconsin (“Commissioner”), this Court entered an Order Terminating Rehabilitation and Order for Liquidation with Finding of Insolvency, effective January 1, 2024 (Dkt. No. 22, “Liquidation Order”), placing WRC and 1st Auto into liquidation and appointing Commissioner Houdek as Liquidator of WRC and 1st Auto.

4. The Liquidation Order is a final order of liquidation.

5. WISF is empowered to apply to this Court for injunctive and related relief under Wis. Stat. § 646.15, and chapters 645 and 646.

6. Various actions at law, suits in equity, special proceedings, administrative proceedings, and other proceedings involving WRC, 1st Auto or their affiliates or successors in interest and/or pertaining to insureds or policyholders of WRC and 1st Auto who are residents of Wisconsin were pending at the time of entry of the Liquidation Order, have been filed or commenced since the filing of that Order, or are now threatened or contemplated to be filed or commenced.

7. Such actions and proceedings constitute or will constitute interference with WISF or with its administrative proceedings, the institution or further prosecution of actions or proceedings involving WRC and/or 1st Auto or in which WISF is obligated to defend a party, the obtaining of a preference, judgment, garnishment, or lien against WRC, 1st Auto, or their assets, or other action that might prejudice the rights of WRC and/or 1st Auto policyholders or insureds or the administration of the liquidation or WISF proceedings in the above-captioned matter.

8. This Court has exclusive jurisdiction regarding any such action, suit, or proceeding that involves or is related to WRC and 1st Auto, their insureds or policyholders, and WISF and, subject to the terms of the following Order, all of the above-described actions, suits, and proceedings pursued or commenced on or after the date of this Order in any other court or other tribunal of this state or any other state are in violation of Wis. Stat. § 646.15, and related provisions of chapters 645 and 646.

ORDER

WHEREFORE, IT IS HEREBY ORDERED THAT:

1. All persons or entities, including governmental entities, asserting claims or issues relating to policies issued by WRC and 1st Auto and/or pertaining to insureds or policyholders of WRC and 1st Auto residing in Wisconsin be and hereby are enjoined and restrained from asserting, instituting, or further prosecuting any suit, action, or proceeding in any agency or commission or in any state or commonwealth or federal court located in this state or elsewhere in which WRC and/or 1st Auto is a party or in which WRC and/or 1st Auto have or are claimed to have a duty to defend a party or that would otherwise interfere with the Liquidator appointed under the Liquidation Order or with WISF or with their proceedings or would prejudice the rights of WRC and/or 1st Auto insureds or policyholders; provided, however, that such suits, actions, or proceedings may be resumed if WISF states in writing that the specific suit, action, or proceeding in question is deemed not to interfere with the Liquidator appointed under the Liquidation Order or with WISF or with their proceedings.

2. All persons or entities, including governmental entities, asserting claims or issues relating to policies issued by WRC and 1st Auto and/or pertaining to insureds or policyholders of WRC and 1st Auto residing in Wisconsin be and hereby are enjoined and restrained from asserting, instituting, or further prosecuting any claim, counterclaim, cross-claim, or cause of

action in this state or elsewhere against WISF relating to WRC and/or 1st Auto, except insofar as such claims, counterclaims, cross-claims, or causes of action are brought within the proceedings of WISF or the proceedings of this Court.

3. Any person or entity violating the terms of this Order shall be deemed to be in violation of Wis. Stat. § 646.15, and shall be subject to the sanctions imposed by Wis. Stat. § 601.64, and by further order of this Court under such statutes may be fined not more than \$5,000 or imprisoned not more than four years and six months, or both; or may be subject to a forfeiture of \$1,000 for each violation, with each day of the violation constituting a separate offense.

4. Pursuant to Wis. Stat. § 646.15(1)(b), and subject to § 646.32, this Court shall retain jurisdiction over all matters that in any way involve or are related to or are incidental to the conservation or rehabilitation or liquidation of WRC and 1st Auto and the authority, powers, obligations, or rights of WISF as they relate to determining coverage, eligibility, benefits, or assessment issues under Wis. Stat. chapters 645 and 646, for the purpose of granting such other and further relief, statutory interpretations, or declaratory relief in these proceedings as may be necessary and proper under the provisions of Wis. Stat. chapters 645 and 646, and related law.



The Cincinnati Insurance Company

POLICY NUMBER
A01 0823127

Image 23

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023
12:01 a.m. Standard Time at the Address of the Named Insured

Renewal

A01 0823127

Named Insured & Address

Scott Harrison
Amanda Harrison
3420 TRIMBLE ST
EAU CLAIRE, WI 54701-7370

Please refer any questions to your agent:

Indianhead Insurance
3744 OAKWOOD HILLS PKWY
EAU CLAIRE, WI 54701-7755
715-833-7181

Agency 48074

County of EAU CLAIRE

In the event of a claim, you may call your agent or The Cincinnati Insurance Company at 877-242-2544.

Insurance is provided where a premium or 'Included' is shown for the coverage.

PAYOR - Insured

Billing Method:	Direct Bill
Current Pay Plan:	Annual EFT
Total Premium:	\$1,116.00

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

YOUR COVERED AUTOS

<u>Veh</u>	<u>Ter</u>	<u>Year</u>	<u>Vehicle Description</u>	<u>Vehicle ID Number</u>	<u>Type Veh</u>	<u>Value Basis</u>	<u>Value</u>
1	95	2000	FORD F-250 SUPER DUT	1FTNW21F2YED22348	Pickup	N/A	N/A
2	95	2021	TOYOTA SIENNA	5TDYSKFC8MS035401	Pickup	Symbol	47/45

T-1

YOUR COVERED DRIVERS

Driver's Name:

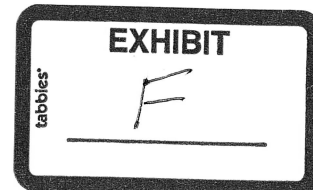
Scott Harrison
Amanda Harrison

Date of Birth:

XX/XX/XXXX
XX/XX/XXXX

2000 FORD F-250 SUPER DUT
2021 TOYOTA SIENNA

Jen Eagan, Vice President
Certified Copy





The Cincinnati Insurance Company

POLICY NUMBER

A01 0823127

Image 23

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023

12:01 a.m. Standard Time at the Address of the Named Insured

Renewal

COVERAGES AND LIMITS OF INSURANCE				
	2000 FORD F-250 SUPER DU		2021 TOYOTA SIENNA	
COVERAGES	LIMIT	PREMIUM	LIMIT	PREMIUM
A2 Combined Single Limits (BI and PD Coverages) \$500,000 Each Accident		\$151.00		\$211.00
B1 Medical Payments	\$10,000 Full	\$14.00	\$10,000 Full	\$15.00
C2 Uninsured (Including Underinsured Motorists) Combined Single Limit (BI Only) \$500,000 Each Accident		\$43.00		\$43.00
D Damage To Your Auto				
Other Than Collision				\$278.00
Less Deductible			\$500	
Collision				\$361.00
Less Deductible			\$500	
ADDITIONAL COVERAGES	LIMIT	PREMIUM	LIMIT	PREMIUM
Transportation Expense				Included
Per Day/Maximum			\$20/\$600	
TOTAL		\$208.00		\$908.00

The following credits have been applied to your policy:

Multi-Car Discount
 Package Credit
 Pay Plan Discount
 Preferred Risk

TOTAL POLICY PREMIUM **\$1,116.00**



The Cincinnati Insurance Company

POLICY NUMBER
A01 0823127

Image 23

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023
12:01 a.m. Standard Time at the Address of the Named Insured

Renewal

OTHER COVERAGES AND ENDORSEMENTS

Personal Auto Policy FA4000	FA4000T (4/08)
Underinsured Motorist Coverage - Wisconsin	CPA1261WI (4/16)
Uninsured Motorist Coverage - Wisconsin	CPA1280WI (4/16)
Amendment of Policy Provisions - Wisconsin	CPA1094WI (1/21)
Keep This Notice With Your Insurance Papers	IP427WI (6/22)
Notice of Privacy Practices	MI1659 (4/12)
Special Large Deductible Endorsement	HOA900 (4/13)
 Loss Payee Vehicle 02:	
Royal Credit Union	
Royal Credit Union	
PO BOX 970	
EAU CLAIRE WI 54702-0970	

AUTO WORK SHEET

Insured: **Scott Harrison**
Amanda Harrison

Policy Number: **A01 0823127**

	<u>Driver Name</u>	<u>License Number</u>	<u>State</u>	<u>Date of Birth</u>	<u>Sex</u>	<u>Marital Status</u>
1	Scott Harrison	XXXXXXXXXXXXXX	WI	XX/XX/XXXX	M	Married
2	Amanda Harrison	XXXXXXXXXXXXXX	WI	XX/XX/XXXX	F	Married
3						
4						
5						
6						
7						
8						

	<u>Principal or Occasional Operator</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>At School w/o Vehicle</u>	<u>Driver Training</u>	<u>Good Student</u>	<u>Defensive Driver</u>
1	Principal	2000	FORD	F-250 SUP	No		No	No
2	Principal	2021	TOYOTA	SIENNA	No		No	No
3								
4								
5								
6								
7								
8								

<u>Vehicle Number</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>CC's</u>	<u>Anti-Theft Devices - Active - Passive</u>	<u>Passive Restraint - Driver Side Only - Both Front</u>
1	2000	FORD	F-250 SUP	None	None	Both Front
2	2021	TOYOTA	SIENNA	None	None	None

PERSONAL AUTO POLICY FA4000**TABLE OF CONTENTS**

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Your Name and Address	
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Your auto insurance policy is a legal contract between you and your insurance company.

READ YOUR POLICY CAREFULLY. The Table of Contents provides only a brief outline of some of the important features of your policy. Only the actual policy provisions will control coverage. The policy itself sets forth, in detail, the rights and obligations of both "you" and "your" insurance company. **IT IS THEREFORE IMPORTANT YOU READ YOUR POLICY.**

PERSONAL AUTO POLICY

PROVISIONS

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, "we" agree with "you" as follows:

DEFINITIONS

Throughout this policy, "you" and "your" refer to:

1. The named insured shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

"We", "us" and "our" refer to the Company providing this insurance.

For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 3 months.

Other words and phrases are defined as follows:

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

"Business" includes, but is not limited to, trade, profession or occupation.

"Collision" is defined in Part D.

"Covered person" is defined in Part A.

"Property damage" means physical injury to, destruction of or loss of use of tangible property that has been physically damaged.

"Nonowned auto" means a vehicle not owned by or furnished or available for the regular use of "you" or any "family member" while in the care, custody or control of a "covered person".

"Family member" 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.

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

"Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

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

"Your covered auto" means:

1. Any vehicle shown in the Declarations, including any owned by "your" living trust.
2. Any of the following types of vehicles on the date "you" or "your" living trust becomes the owner:
 - a. A private passenger auto; or
 - b. A pickup or van.

This Provision (2.) applies only if:

- a. The vehicle "you" or "your" living trust acquires is not already shown in the Declarations;
- b. "You" or "your" living trust acquires the vehicle during the policy period;
- c. "You" ask "us" to insure it within 30 days after "you" or "your" living trust becomes the owner; and
- d. With respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle acquired by "you" or "your" living trust replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. "You" must ask "us" to insure a replacement vehicle within 30 days only if:

- a. "You" wish to add or continue Coverage for Damage to "Your" Auto; or
- b. It is a pickup or van used in any "business" or occupation, other than farming or ranching.

If the vehicle acquired by "you" or "your" living trust is in addition to any shown in the Declarations, it will have the broadest coverage "we" now provide for any vehicle shown in the Declarations.

If neither the vehicle being replaced or any other covered auto on "your" policy has Part **D** - Coverage For Damage To Your Auto, "we" will provide Collision and Other Than Collision coverage for the replacement or additional vehicle owned by "you" or "your" living trust subject to a \$250 deductible for a period of 30 days after "you" or "your" living trust becomes the owner. If "you" do not notify "us" within 30 days after "you" or "your" living trust becomes the owner of "your" intention to add physical damage coverage for the acquired vehicle, this physical damage coverage will expire.

3. Any "trailer" "you" or "your" living trust own.
4. Any auto or "trailer" "you" or "your" living trust do not own while used as a temporary substitute for any other vehicle described in this definition of "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

When a "covered person" becomes legally responsible because of an auto accident or for physical damage to a "nonowned auto", "we" will pay for:

- A. "Bodily injury";
- B. "Property damage";
- C. "Property damage" to a "nonowned auto":
 1. When there is a written contract, "we" will pay for damage according to the terms of the contract;
 2. In the absence of a written contract, "we" will pay in excess of any other applicable coverage.

Prejudgment interest awarded against a "covered person" on that part of any judgment "we" become obligated to pay and which falls within the applicable limit of insurance shown in the Declarations. If "we" make an offer to pay the applicable limit of insurance, "we" will not pay any prejudgment interest that is based on the period of time after the offer. "We" will settle or defend, as "we" consider appropriate, any claim or suit asking for these damages. In addition to "our" limit of insurance, "we" will pay all defense costs "we" incur. "Our" duty to settle or defend ends when "our" limit of insurance for this coverage has been tendered for settlement or payment of judgment. "We" have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

"Covered person" as used in this policy means:

1. "You" or any "family member" for the ownership, maintenance or use of any auto (including a motor-home, truck or motorcycle) or "trailer".

2. "Your" Living Trust(s) (also known as Inter Vivos Trusts), including any natural person named as executor, administrator or trustee of "your" estate or living trust, but only with respect to "your covered auto", as defined in this policy.
3. Any person using "your covered auto".
4. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
5. For any auto (including a motorhome, truck or motorcycle) or "trailer", other than "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of "you" or any "family member" for whom coverage is afforded under this Part. This Provision (5.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

"We" will pay on behalf of a "covered person":

1. Up to \$500 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit "we" defend.
3. All interest awarded against the "covered person" on that part of any judgment that is within the applicable limits of insurance which "we" become obligated to pay in a suit we defend that accrues after entry of the judgment and before "we" have paid, offered to pay or deposited in court the part of the judgment which we are obligated to pay.
4. Up to \$250 a day for loss of earnings, but not other income, because of attendance at hearings or trials at "our" request.
5. The sum of \$500 if "you" die within 30 days from "bodily injury" sustained as a direct result of "collision" or upset while riding in "your covered auto". If both "you" and "your" spouse die, \$500 will be paid separately for each. Death must be caused solely through external, violent and accidental means. Payment will be made to the surviving spouse, the next of kin, or the legal representative of either, as the company may elect.
6. Other reasonable expenses incurred at "our" request.

These payments will not reduce the limit of insurance.

EXCLUSIONS

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

1. Who expected or intended to cause "bodily injury" or "property damage" or whose intentional or criminal acts may have reasonably been expected to result in "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "covered person".
3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;that "covered person".

This Exclusion (A.3.) does not apply to "property damage" to:

- a. A residence or private garage; or
- b. Any of the following type vehicles not owned by or furnished or available for the regular use of "you" or any "family member":
 - (1) Private passenger autos;
 - (2) "Trailers";
 - (3) Pickups, vans; or

- (4) Trucks less than 26,000 pounds gross vehicle weight.
4. For "bodily injury" to an employee of that "covered person" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that "covered person's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
 6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
 - a. "You";
 - b. Any "family member"; or
 - c. Any partner, agent or employee of "you" or any "family member".
 7. Maintaining or using any vehicle while that "covered person" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion (A.6.). This Exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
 8. Using a vehicle without a reasonable belief that person is entitled to do so.
 9. For "bodily injury" or "property damage" for which that "covered person":
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of insurance.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
10. For bodily injury to "you" or any "family member".
- B. "We" do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any motorized vehicle:
 - a. Having fewer than four wheels (except for a motorcycle as owned, maintained or used by a "covered person"); or
 - b. Which is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

While such vehicle is being used by a "covered person" in a medical emergency; or to any "trailer".

2. Any vehicle, other than "your covered auto", which is:
 - a. Owned by "you"; or
 - b. Furnished or available for "your" regular use.
3. Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (B.3.) does not apply to "you" while "you" are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
 - b. Furnished or available for the regular use of a "family member".
4. Any motorized vehicle while:
 - a. Operated in, or in practice or preparation for, any demolition, racing or speed contest regardless of whether such contest is prearranged or organized.
 - b. Participating in a performance driver or racing training program or vehicle performance testing of any kind to include, but not limited to, training or testing within a facility designed for racing whether or not competition is involved.
- C. "We" do not provide Liability Coverage for loss to any "nonowned auto" due to destruction or confiscation by governmental or civil authorities because "you" or any "family member":
1. Engaged in illegal activities; or
 2. Failed to comply with Environmental Protection Agency or Department of Transportation standards.

LIMIT OF INSURANCE

A1. SPLIT LIMIT

If **A1.** Split limits of insurance are shown in the Declarations, the following applies:

The limit of insurance shown in the Declarations for each person for Bodily Injury Liability is "our" maximum limit of insurance for all damages due to or arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person the limit of insurance shown in the Declarations for each accident for Bodily Injury Liability is "our" maximum limit of insurance for all damages due to or arising out of "bodily injury" resulting from any one auto accident. The limit of insurance shown in the Declarations for each accident for Property Damage Liability is "our" maximum limit of insurance for all damages to all property resulting from any one auto accident. This is the most "we" will pay regardless of the number of:

1. "Covered persons";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B or any uninsured or underinsured motorists coverage provided by endorsement to this policy.

A2. SINGLE LIMIT

If **A2.** Single limits of insurance are shown in the Declarations, the following applies:

The limit of insurance shown in the Declarations for this coverage is "our" maximum limit of insurance for all damages resulting from any one auto accident. This is the most "we" will pay regardless of the number of:

1. "Covered persons";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the auto accident.

"We" will apply the limit of insurance to provide any separate limits required by law for bodily injury and property damage liability. However, this provision will not change "our" total limit of insurance.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B or any uninsured or underinsured motorists coverage provided by endorsement to this policy.

OUT OF STATE COVERAGE

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

If the state or province has:

1. A financial responsibility or similar law specifying limits of insurance for "bodily injury" or "property damage" higher than the limit shown in the Declarations, "your" policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, "your" policy will provide at least the required minimum amounts and types of coverage.

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

FINANCIAL RESPONSIBILITY REQUIRED

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance "we" will pay only "our" share of the loss. "Our" share is the proportion that "our" limit of insurance bears to the total of all applicable limits. However, any insurance "we" provide for a vehicle "you" do not own, including any vehicle while used as a temporary substitute for "your covered auto", or a vehicle operated or used by any person other than "you" or any "family member" shall be excess over any other collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

"We" will pay reasonable expenses incurred for necessary medical (including surgical, x-ray and dental services; prosthetic devices, eyeglasses and pharmaceuticals; and, necessary ambulance, hospital and professional nursing services) and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by a "covered person".

"We" will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

"Covered person" as used in this Part means:

1. "You" or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by;
a motor vehicle designed for use mainly on public roads or a "trailer" of any type.
2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

"We" do not provide Medical Payments Coverage for any person for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying" or, when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by "you"; or
 - b. Furnished or available for "your" regular use.
6. Sustained while "occupying" or, when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to "you".

7. Sustained while "occupying" a vehicle without a reasonable belief that person is entitled to do so.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of a "covered person". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained operating any motorized vehicle while:
 - a. Operated in, or in practice or preparation for, any demolition, racing or speed contest regardless of whether such contest is prearranged or organized.
 - b. Participating in a performance driver or racing training program or vehicle performance testing of any kind to include, but not limited to, training or testing within a facility designed for racing whether or not competition is involved.

LIMIT OF INSURANCE

The limit of insurance shown in the Declarations for this coverage is "our" maximum limit of insurance for each person injured in any one accident. This is the most "we" will pay regardless of the number of:

1. "Covered persons";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** or any uninsured or underinsured motorists coverage provided by endorsement to this policy.

No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under Part **A** or uninsured or underinsured motorists coverage provided by endorsement to this policy.

OTHER INSURANCE

COVERAGE B1. REGULAR (FULL) MEDICAL PAYMENTS

If there is other applicable auto medical payments insurance, "we" will pay only "our" share of the loss. "Our" share is the proportion "our" limit of insurance bears to the total of all applicable limits. However, any insurance "we" provide with respect to a vehicle "you" do not own, including any vehicle while used as a temporary substitute for "your covered auto", or a vehicle operated or used by any person other than "you" or any "family member" shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

COVERAGE B2. MODIFIED (LIMITED) OR EXCESS MEDICAL PAYMENTS

If there is other applicable insurance for medical or funeral services (including but not limited to other auto Medical Payments insurance; Homeowners Liability insurance for medical exposures; individual, blanket or group accident, disability or hospitalization insurance; medical or surgical reimbursement plan; or Workers' Compensation or disability benefits law), this insurance does not apply except as excess over that other insurance.

PART C - UNINSURED MOTORISTS COVERAGE

If purchased, refer to respective state uninsured motorist coverage endorsement.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

"We" will pay for direct and accidental loss to "your covered auto", including its equipment, minus any applicable deductible shown in the Declarations. "We" will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate Collision Coverage is provided for that auto.

If there is a loss to a "nonowned auto" not otherwise covered under Part **A** - Liability Coverage, Insuring Agreement **C.**, above, "we" will provide the broadest coverage applicable to any "your covered autos" shown in the Declarations. However, this coverage does not apply to any vehicle weighing in excess of 26,000 pounds.

"Collision", as used throughout this policy, means the upset, or collision of "your covered auto" with another object. However, loss caused by the following are not considered "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", "you" may elect to have it considered a loss caused by "collision".

With respect to vehicles for which it is shown in the Declarations that Collision Coverage is provided in excess of a deductible amount stated in the Declarations, this deductible amount shall not apply:

1. To loss caused by "collision" with another auto insured by "us" including an auto owned by "you"; or
2. Providing all of the following conditions exists:
 - a. Loss to "your covered auto" is greater than the deductible amount; and
 - b. The owner or operator of the other auto has been identified; and
 - c. The owner or operator of the other auto is legally liable for the loss to "your covered auto"; and
 - d. A valid property damage liability insurance policy is in force at the time of the accident with respect to the person or organization legally responsible for the loss to "your covered auto".

Loss to awnings or cabanas is covered subject to a \$50 deductible or the deductible shown in the declarations, whichever is greater.

TRANSPORTATION EXPENSES

- A.** In addition, "we" will pay, without application of a deductible, up to \$20 per day, to a maximum of \$600, for:
1. Temporary transportation expenses incurred by "you" in the event of a loss to "your covered auto". "We" will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the Declarations indicate Collision Coverage is provided for that auto.
 2. Loss of use expenses for which "you" become legally responsible in the event of loss to a "nonowned auto". "We" will pay for the loss of use expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate Other Than Collision Coverage is provided for any "your covered auto".
 - b. "Collision" only if the Declarations indicate Collision Coverage is provided for any "your covered auto".
- B.** Subject to the provisions of Paragraph **A**, if the loss is caused by:
1. A total theft of "your covered auto" or a "nonowned auto", "we" will pay only expenses incurred during the period ending when "your covered auto" or the "nonowned auto" is returned to use or "we" pay for its loss.
 2. Other than theft of "your covered auto" or a "nonowned auto", "we" will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.
- C.** "Our" payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "nonowned auto".

TOWING AND LABOR COSTS COVERAGE

"We" will pay towing and labor costs incurred each time "your covered auto" or any "nonowned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "nonowned auto" is disabled, "we" will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. "We" will pay only for labor performed at the place of disablement.

EXCLUSIONS

"We" will not pay for:

1. Loss to "your covered auto" or any "nonowned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.

2. Damage due and confined to:

- a. Wear and tear;
- b. Freezing;
- c. Mechanical or electrical breakdown or failure (other than burning of wiring); or
- d. Road damage to tires.

This Exclusion **(2.)** does not apply if the damage results from the total theft of "your covered auto".

3. Loss due to or as a consequence of:

- a. Radioactive contamination;
- b. Discharge of any nuclear weapon (even if accidental);
- c. War (declared or undeclared);
- d. Civil war;
- e. Insurrection; or
- f. Rebellion or revolution.

4. Loss by theft to:

- a. Scanning monitor receivers; or
- b. Personal computers.

Coverage for loss by theft is limited to \$500 for all other items of electronic equipment not permanently installed in "your covered auto". Coverage applies only to items specifically designed for use in an automobile. This coverage is excess over any other valid and collectible insurance.

5. Loss to devices for the detection of police speed monitoring instruments.**6. Loss to tapes, records, discs or other media for use with equipment designed for the reproduction of sound and / or video.****7. Loss to a camper body or "trailer" not shown in the Declarations. This Exclusion **(7.)** does not apply to a camper body or "trailer" "you":**

- a. Acquire during the policy period; and
- b. Ask "us" to insure within 30 days after "you" become the owner.

8. Loss to any exterior custom furnishings or equipment, except a nonpermanently attached cap, cover or bedliner in or upon any pickup or van. Exterior custom furnishings or equipment include but are not limited to custom murals, paintings, or other decals or graphics.**9. Loss to any interior custom furnishings or equipment with an accumulated value in excess of \$500 in or upon any pick-up or van. Interior custom furnishings or equipment include but are not limited to:**

- a. Special carpeting and insulation, furniture, bars or television receivers;
- b. Facilities for cooking and sleeping;
- c. Height-extending roofs.

10. Loss to "your covered auto" due to destruction or confiscation by governmental or civil authorities because "you" or any "family member":

- a. Engaged in illegal activities; or
- b. Failed to comply with Environmental Protection Agency or Department of Transportation standards.

This Exclusion **(10.)** does not apply to the interests of Loss Payees in "your covered auto".

11. Loss to any motorized vehicle while:

- a. Operated in, or in practice or preparation for, any demolition, racing or speed contest regardless of whether such contest is prearranged or organized.

- b. Participating in a performance driver or racing training program or vehicle performance testing of any kind to include, but not limited to, training or testing within a facility designed for racing whether or not competition is involved.

LIMIT OF INSURANCE

"Our" limit of insurance for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property;
2. Amount necessary to repair or replace the property; or
3. Stated amount shown in the Declarations.

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

"Our" payment for loss will be reduced by any applicable deductible shown in the Declarations.

PAYMENT OF LOSS

"We" may pay for loss in money or repair or replace the damaged or stolen property. "We" may, at "our" expense, return any stolen property to:

1. "You"; or
2. The address shown in this policy.

If "we" return stolen property "we" will pay for any damage resulting from the theft. "We" may keep all or part of the property at an agreed or appraised value.

If "we" pay for loss in money, "our" payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

If other sources of recovery also cover the loss "we" will pay only "our" share of the loss. "Our" share is the proportion "our" limit of insurance bears to the total of all applicable limits. However, any insurance "we" provide with respect to a "nonowned auto" shall be excess over any other collectible source of recovery.

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

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

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

LOSS PAYABLE

Loss or damage under this policy shall be paid, as interest may appear, to "you" and the loss payee shown in the Declarations. This insurance, with respect to the interest of the loss payee, shall not become invalid because of "your" fraudulent acts or omissions unless the loss results from "your" conversion, secretion, or embezzlement of "your covered auto". However, "we" reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. "We" will give the same advance notice of cancellation to the loss payee as "we" give to the named insured shown in the Declarations.

When "we" pay the loss payee "we" shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

GENERAL DUTIES

"We" have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

"We" must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

A person seeking any coverage must:

1. Cooperate with "us" in the investigation, settlement or defense of any claim or suit.
2. Promptly send "us" copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as "we" reasonably require:
 - a. To physical exams by physicians "we" select. "We" will pay for these exams.
 - b. To examination under oath and subscribe the same.
4. Authorize "us" to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
5. Submit a proof of loss when required by "us".

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking Coverage for Damage to Your Auto must also:

1. 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.
2. Promptly notify the police if "your covered auto" is stolen.
3. Permit "us" to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "covered person" shall not relieve "us" of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between "you" and "us". Its terms may not be changed or waived except by endorsement issued by "us". If a change requires a premium adjustment, "we" will adjust the premium as of the effective date of change.
- B. If there is a change to the information used to develop the policy premium, "we" may adjust "your" premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles, newly licensed drivers in the household, any drivers added to "your" household;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, "we" will make the premium adjustment in accordance with "our" manual rules.

- C.** If, within 45 days prior to the beginning of this policy or during the policy period, "we" make any changes to any forms or endorsements of this policy for which there is currently no separate premium charge, and that change provides more coverage than this policy, the change will be considered as included until the end of the current policy period. "We" will make no additional premium charge for this additional coverage during the interim.

LEGAL ACTION AGAINST US

No legal action may be brought against "us" until there has been full compliance with all the terms of this policy. In addition, under Part **A.** no legal action may be brought against "us" until:

1. "We" agree in writing that the "covered person" has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring "us" into any action to determine the liability of a "covered person".

OUR RIGHT TO RECOVER PAYMENT

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

That person shall do:

1. Whatever is necessary to enable "us" to exercise "our" rights; and
2. Nothing after loss to prejudice them.

However, "our" rights in this Paragraph (**A.**) do not apply under Part **D.** against any person using "your covered auto" with a reasonable belief that person is entitled to do so.

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

1. Hold in trust for "us" the proceeds of the recovery; and
2. Reimburse "us" to the extent of "our" payment.

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses which occur:

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

The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

CANCELLATION

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to "us"; or

- b. Giving "us" advance written notice of the date cancellation is to take effect.
2. "We" may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
- a. At least 10 days notice:
- (1) If cancellation is for nonpayment of premium; or
- (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
- b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, "we" will cancel only:
- a. For nonpayment of premium; or
- b. If "your" driver's license or that of:
- (1) Any driver who lives with "you"; or
- (2) Any driver who customarily uses "your covered auto";
- has been suspended or revoked. This must have occurred:
- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.
- c. If the policy was obtained through material misrepresentation.

NONRENEWAL

If "we" decide not to renew or continue this policy, "we" will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 1 year, "we" will have the right not to renew or continue the policy at the end of the current policy term.

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.

OTHER TERMINATION PROVISIONS

1. If the law in effect in "your" state at the time this policy is issued, renewed or continued:
- a. Requires a longer notice period;
- b. Requires a special form of or procedure for giving notice; or
- c. Modifies any of the stated termination reasons;
- "we" will comply with those requirements.
2. "We" may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is cancelled, "you" may be entitled to a premium refund. If so, "we" will send "you" the refund. The premium refund, if any, will be computed according to "our" manuals. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

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

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

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to "you" by "us" apply to the same accident, the maximum limit of insurance under all the policies shall not exceed the highest applicable limit of insurance under any one policy.

FRAUD

"We" do not provide coverage for any "covered person" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

CHOICE OF LAW

It is understood and agreed this policy and all of its terms shall be construed and interpreted in conformity with the laws of the state in which it is issued.

INSURED'S REPRESENTATIVE CLAUSE

By acceptance of this policy "you" and any other "covered person" agree the first Named Insured listed in the Declarations will act on both "your" and their behalf with respect to:

1. The acceptance of endorsements or other policy modifications; and
2. The giving or receiving of any other notice provided for in this policy.

Further, by acceptance of this policy, "you" and any other "covered person" agree to accept and be bound by any actions taken by the first Named Insured with regard to **1.** and **2.**, above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORIST COVERAGE - WISCONSIN

PART C - UNDERINSURED MOTORIST COVERAGE

With respect to premium(s) shown in the Declarations, this endorsement is added to Coverage PART C. of the PERSONAL AUTO POLICY FA4000T.

INSURING AGREEMENT

"We" will pay compensatory damages which a "covered person" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by a "covered person"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle". "We" will pay under this endorsement only if **a.** or **b.** below applies.

- a. The limits of insurance under all applicable bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payments of judgments or settlements; or
- b. A tentative settlement has been made between a "covered person" and the insurer of the "underinsured motor vehicle" which would exhaust the limits of insurance under any applicable bodily injury liability bonds or policies and "we":
 - (1) Have been given prompt written notice of such settlement; and
 - (2) Advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

However, if "you" fail to notify "us" of the tentative settlement "our" duty under this endorsement still applies if the failure to notify does not prejudice "our" rights against the person(s) or organization(s) who may be legally responsible for the accident or the insurer or legal representative of such person(s) or organization(s) and the "covered person" is able to prove the absence of such prejudice by a preponderance of the evidence.

"Covered person", as used in this endorsement, means:

1. "You" or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this Underinsured Motorist Coverage applies sustained by a person described in **1.** or **2.** above.

"Motor vehicle" as used in this endorsement means:

1. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.
2. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
3. "Motor vehicle" does not include a trolley, streetcar, "trailer", railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails or any similar vehicle.

"Underinsured motor vehicle" means a land "motor vehicle" or "trailer" of any type which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is either:

1. Less than the limit of insurance for this coverage; or
2. Reduced by payments to others injured in the accident to an amount that is less than the limit of insurance for this coverage.

However, "underinsured motor vehicle" does not include any "motor vehicle" or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Wisconsin.
2. Operated exclusively on rails or crawler treads.
3. Designed mainly for use off public roads while not upon public roads.
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.
5. Owned by any governmental unit or agency.

EXCLUSIONS

- A. "We" do not provide Underinsured Motorist Coverage for "bodily injury" sustained by any "covered person":
1. While "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This includes but is not limited to any period of time a "motor vehicle" is being used by any "covered person" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "motor vehicle". This Exclusion A.1. does not apply to a share-the-expense car pool.
 2. While operating or "occupying" a "motor vehicle" without reasonable belief that that "covered person" is entitled to do so. This exclusion (A.2.) does not apply to a "family member" using "your covered auto" which is owned by "you".
 3. By a "covered person" while "occupying", or when struck by, any "motor vehicle" owned by that "covered person" which is not insured for this coverage under this endorsement. This includes a "trailer" of any type used with that "motor vehicle".
 4. By any "family member" while "occupying", or when struck by, any "motor vehicle" "you" own which is insured for this coverage on a primary basis under any other policy.
- B. "We" do not provide Underinsured Motorist Coverage for "bodily injury" sustained:
- By any "covered person" while "occupying", or when struck by, "your covered auto" while:
1. Enrolled in a personal vehicle sharing program under the terms of a written agreement expressed in any medium, including, but not limited to, electronic or paper; and
 2. Being used in connection with such personal vehicle sharing program by anyone other than "you" or any "family member".
- C. Underinsured Motorist Coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D. Underinsured Motorist Coverage does not apply to pay punitive or exemplary damages.

LIMIT OF INSURANCE - SPLIT LIMITS

The limit of insurance shown in the Declarations for each person for Underinsured Motorist Coverage is "our" maximum limit of insurance for all damages, including damages claimed by any person or organization for care, loss of services, or death due to and arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of insurance shown in the Declarations for each accident for Underinsured Motorist Coverage is "our" maximum limit of insurance for all damages due to and arising out of "bodily injury" resulting from any one accident. This is the most "we" will pay regardless of the number of:

1. Policies;
2. "Covered persons";

3. "Motor vehicles" or premiums shown in the Declarations;
4. "Motor vehicles" involved in the accident; or
5. Claims made.

The limit of insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A.**; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.

No one will be entitled to receive duplicate payments for the same element of loss under Underinsured Motorist Coverage and Part **A.**, Part **B.** or Part **C.** of this policy.

"We" will not make duplicate payment under this endorsement for any element of loss for which payment has been made by or for anyone who is legally responsible.

LIMIT OF INSURANCE - SINGLE LIMITS

The limit of insurance shown in the Declarations for Underinsured Motorist Coverage is "our" maximum limit of insurance for all damages, because of "bodily injury" resulting from any one accident. This is the most "we" will pay regardless of the number of:

1. Policies;
2. "Covered persons";
3. "Motor vehicles" or premiums shown in the Declarations;
4. "Motor vehicles" involved in the accident; or
5. Claims made.

The limit of insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A.**; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Worker's compensation law; or
 - b. Disability benefits law.

No one will be entitled to receive duplicate payments for the same element of loss under Underinsured Motorist Coverage and Part **A.**, Part **B.** or Part **C.** of this policy.

"We" will not make a duplicate payment under this endorsement for any element of loss for which payment has been made by or for anyone who is legally responsible.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one "motor vehicle" under any insurance providing coverage on either primary or excess basis.
2. Any insurance "we" provide with respect to a "motor vehicle" "you" do not own, including any "motor vehicle" while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If this coverage under this endorsement is provided:
 - a. On a primary basis, "we" will pay only "our" share of the loss that must be paid under insurance providing coverage on a primary basis. "Our" share is the proportion that "our" limit of insurance bears to the total of all applicable limits of insurance for coverage provided on a primary basis.

- b. On an excess basis, "we" will pay only "our" share of the loss that must be paid under insurance providing coverage on an excess basis. "Our" share is the proportion that "our" limit of insurance bears to the total of all applicable limits of insurance for coverage provided on an excess basis.

ARBITRATION

If "we" and a "covered person" do not agree:

1. Whether that "covered person" is legally entitled to recover damages from a party responsible for the accident; or
2. As to the amount of damages which are recoverable by the "covered person";

from the owners or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days as to the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the "covered person" lives. Discovery will be governed by Wis. Stat. ch. §804. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "covered person" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the applicable minimum limits for bodily injury liability specified by the financial responsibility of Wisconsin.

If the amount exceeds the applicable minimum limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTIES FOR UNDERINSURED MOTORIST COVERAGE

A "covered person" seeking Underinsured Motorist Coverage must also:

1. Promptly send "us" copies of the legal papers if a suit is brought.
2. Promptly notify "us" in writing of a tentative settlement between a "covered person" and the insurer of the "underinsured motor vehicle" and allow "us" 30 days to advance payment to that "covered person" in an amount equal to the tentative settlement to preserve "our" rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this Paragraph (2.) does not apply if failure to notify "us" does not prejudice "our" rights against the insurer, owner or operator of such "underinsured motor vehicle".
3. Cooperate with "us" in the investigation, settlement or defense of any claim or suit. Cooperation includes, but is not limited to, identifying all parties who may be responsible for the accident and all insurers who may be obligated to provide coverage.

OUR RIGHT TO RECOVER PAYMENT

The following is added to the Our Right to Recover Payment provision:

If "we" make any payment under this endorsement and the "covered person" to or for whom payment is made recovers from another party, that "covered person" shall:

1. Hold in trust for "us" the proceeds of the recovery; and
2. Reimburse "us" to the extent of "our" payment.

"Our" rights do not apply under Paragraph A. with respect to Underinsured Motorist Coverage if "we":

1. Have been given prompt written notice of a tentative settlement between a "covered person" and the insured and the insurer of an "underinsured motor vehicle"; and
2. Fail to advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of the notification.

If "we" advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "covered person" is entitled to recover under the provisions of this Underinsured Motorist Coverage; and
2. "We" also have a right to recover the advanced payment.

LEGAL ACTION AGAINST US

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against "us" for the recovery of any claim under the provisions of the Underinsured Motorist Coverage of this policy unless the "covered person" has satisfied all of the things that "covered person" is required to do under the terms and conditions of this endorsement. Any claim for Underinsured Motorist Coverage must be brought within two (2) years of the date of the accident causing the "bodily injury" or one (1) year after the date the liability insurer of the "underinsured motor vehicle" becomes insolvent, whichever is later. "Our" subrogation rights also must not be prejudiced.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORIST COVERAGE - WISCONSIN

PART C - UNINSURED MOTORIST COVERAGE

With respect to premium(s) shown in the Declarations, this endorsement is added to Coverage PART C. of the PERSONAL AUTO POLICY FA4000T.

INSURING AGREEMENT

"We" will pay compensatory damages which a "covered person" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury":
 - a. Sustained by a "covered person"; and
 - b. Caused by an accident.
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorist Coverage applies. However, only items 1., 2., and 4. of the definition of "uninsured motor vehicle" will apply to "property damage".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle". Any judgments for damages arising out of a suit brought without "our" written consent is not binding on "us".

"Covered person", as used in this endorsement, means:

1. "You" or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which Uninsured Motorist Coverage applies sustained by a person described in 1. or 2. above.

"Motor vehicle" as used in this endorsement means:

1. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.
2. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
3. "Motor vehicle" does not include a trolley, streetcar, "trailer", railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails or any similar vehicle.

"Uninsured motor vehicle" means a land "motor vehicle" or "trailer" of any type:

1. To which no bodily injury liability bond or policy applies at the time of accident to the "motor vehicle" or "trailer" and the owner or operator of the "motor vehicle" or "trailer" has not provided proof of financial responsibility and is not a self-insurer under any other applicable motor vehicle law.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case, its limit for bodily injury liability must be less than the applicable minimum limits for bodily injury liability specified by the financial responsibility law of Wisconsin.
3. Which is a hit-and-run "motor vehicle" whose owner or operator cannot be identified and which hits:
 - a. "You" or any "family member";
 - b. A "motor vehicle" which you or any "family member" are "occupying";
 - c. "Your covered auto"; or
 - d. Another "motor vehicle" which, in turn, hits:

- (1) "You" or any "family member";
 - (2) A "motor vehicle" which "you" or any "family member" are occupying"; or
 - (3) "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
- a. Denies coverage; or
 - b. Is or becomes insolvent.
5. A phantom "motor vehicle", that causes an accident resulting in "bodily injury" without hitting:
- a. "You" or any "family member";
 - b. A "motor vehicle" which "you" or any "family member" is "occupying"; or
 - c. "Your covered auto"; and
 - d. If all of the following apply:
 - (1) The facts of the accident are corroborated by competent evidence that is provided by someone other than the "covered person" or any other person who makes a claim against the Uninsured Motorist Coverage as a result of the accident.
 - (2) Within 72 hours after the accident, the "covered person" or someone on behalf of the "covered person" reports the accident to a police, peace, or judicial officer or to the department of transportation or, if the accident occurs outside of Wisconsin, the equivalent agency in the state where the accident occurs.
 - (3) Within 30 days after the accident occurs, the "covered person" or someone on behalf of the "covered person" files with the insurer a statement under oath that the "covered person" or a legal representative of the "covered person" has a cause of action arising out of the accident for damages against a person whose identity is not ascertainable and setting forth the facts in support of the statement.

However, "uninsured motor vehicle" does not include any "motor vehicle" or equipment:

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
2. Owned by any governmental unit or agency.
3. Operated exclusively on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.

EXCLUSIONS

- A. "We" do not provide Uninsured Motorist Coverage for "bodily injury" or sustained by any "covered person":
1. While that "covered person" is operating or "occupying", or when struck by a "motor vehicle" owned by that "covered person", which is not insured for coverage under this endorsement. This includes a "trailer" of any type used with that "motor vehicle".
 2. If that "covered person" or the legal representative settles the "bodily injury" claim and such settlement prejudices "our" right to recover payment.
 3. While "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This includes but is not limited to any period of time a "motor vehicle" is being used by any "covered person" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "motor vehicle". This Exclusion (A.3.) does not apply to a share-the-expense car pool.
 4. Using a "motor vehicle" without reasonable belief that that "covered person" is entitled to do so. This exclusion (A.4.) does not apply to a "family member" using "your covered auto" which is owned by "you".
 5. By any "family member" while "occupying", or when struck by, any "motor vehicle" "you" own which is insured for this coverage on a primary basis under any other policy.

- B.** "We" do not provide Uninsured Motorist Coverage for "bodily injury" sustained:
1. By any "covered person" while "occupying", or when struck by, "your covered auto" while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement expressed in any medium, including, but not limited to, electronic or paper; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than "you" or any "family member".
- C.** Uninsured Motorist Coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D.** Uninsured Motorist Coverage does not apply to pay punitive or exemplary damages.

LIMIT OF INSURANCE - SPLIT LIMIT

The limit of insurance shown in the Declarations for each person for Uninsured Motorist Coverage is "our" maximum limit of insurance for all damages, including damages for care, loss or services, or death due to and arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of insurance shown in the Declarations for each accident for Uninsured Motorist Coverage is "our" maximum limit of insurance for all damages for "bodily injury" resulting from any one accident. This is the most "we" will pay regardless of the number of:

1. Policies;
2. "Covered persons";
3. "Motor vehicles" or premiums shown in the Declarations;
4. "Motor vehicles" involved in the accident; or
5. Claims made.

The limit of insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A.; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Worker's compensation law; or
 - b. Disability benefits law.

No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorist Coverage and:

1. Part A. or Part B. of this policy; or
2. Any Underinsured Motorist Coverage provided by this policy.

"We" will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

"We" will not make duplicate payments to the extent amounts are paid or payable because of the "bodily injury" under any of the following or similar law:

1. Worker's compensation law; or
2. Disability benefits law.

LIMIT OF INSURANCE - SINGLE LIMIT

The limit of insurance shown in the Declarations for each person for Uninsured Motorist Coverage is "our" maximum limit of insurance for all damages resulting from any one accident. This is the most "we" will pay regardless of the number of:

1. Policies;

2. "Covered persons";
3. "Motor vehicles" or premiums shown in the Declarations;
4. "Motor vehicles" involved in the accident; or
5. Claims made.

No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorist Coverage and:

1. Part A. or Part B. of this policy; or
2. Any Underinsured Motorist Coverage provided by this policy.

"We" will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

"We" will not make duplicate payment to the extent amounts are paid or payable because of the "bodily injury" under any of the following or similar law:

1. Worker's compensation law; or
2. Disability benefits law.

The limit of insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of the persons or organizations who may be legally responsible. This includes all sums paid under Part A.; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Worker's compensation law; or
 - b. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one "motor vehicle" under any insurance providing coverage on either a primary or excess basis.
2. Any insurance "we" provide with respect to a "motor vehicle" "you" do not own, including any "motor vehicle" while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this endorsement is provided:
 - a. On a primary basis, "we" will pay only "our" share of the loss that must be paid under insurance providing coverage on a primary basis. "Our" share is the proportion that "our" limit of insurance bears to the total of all applicable limits of insurance for coverage provided on a primary basis.
 - b. On an excess basis, "we" will pay only "our" share of the loss that must be paid under insurance providing coverage on an excess basis. "Our" share is the proportion that "our" limit of insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.

ARBITRATION

If "we" and a "covered person" do not agree:

1. Whether that "covered person" is legally entitled to recover damages from a party responsible for the accident; or
2. As to the amount of damages which are recoverable by the "covered person",

from the owners or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days as to the third arbitrators, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the "covered person" lives. Discovery will be governed by Wis. Stat. ch. §804. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the "covered person" is legally entitled to recover damages from a party responsible for the accident; and
2. The amount of damages. This applies only if the amount does not exceed the applicable minimum limits for bodily injury liability specified by the financial responsibility law of Wisconsin.

If the amount exceeds the applicable minimum limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTIES FOR UNINSURED MOTORIST COVERAGE

A person seeking Uninsured Motorist Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send "us" copies of the legal papers if a suit is brought.
3. Cooperate with "us" in the investigation, settlement or defense of any claim or suit. Cooperation includes, but is not limited to, identifying all parties who may be responsible for the accident and all insurers who may be obligated to provide coverage.

GENERAL PROVISIONS

OUR RIGHT TO RECOVER PAYMENT

The following is added to the Our Right to Recover Payment provision:

If "we" make payment under this coverage and the person to or for whom payment is made recovers from another, that person shall:

1. Hold in trust for "us" the proceeds of the recovery; and
2. Pay "us" back the amount "we" have paid.

LEGAL ACTION AGAINST US

The following is added to the Legal Action Against Us provision:

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against "us" for the recovery of any claim under the provisions of the Uninsured Motorist Coverage of this policy unless the "covered person" has satisfied all of the things that "covered person" is required to do under the terms and conditions of this endorsement. Any claim for Uninsured Motorist Coverage must be brought within two (2) years of the date of the accident causing the "bodily injury" or one (1) year after the date the liability insurer of the "uninsured motor vehicle" becomes insolvent, whichever is later. "Our" subrogation rights also must not be prejudiced.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - WISCONSIN

This endorsement modifies insurance provided under the following:

PERSONAL AUTO POLICY FA4000T

DEFINITIONS

The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of insurance as required by the financial responsibility law of Wisconsin, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$10,000 for each accident with respect to "property damage".

"Transportation network platform" means an online-enabled application, digital network or other forms of communication used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

PART A - LIABILITY COVERAGE

EXCLUSIONS

A. Exclusion **A.3.** is replaced by the following:

3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;that "covered person".

This Exclusion (**A.3.**) does not apply to "property damage" to:

- a. A residence or private garage; or
- b. Any of the following type vehicles not owned by or furnished or available for the regular use of "you" or any "family member":
 - (1) Private passenger autos;
 - (2) "Trailers";
 - (3) Motor homes;
 - (4) Pickups, vans; or
 - (5) Trucks less than 26,000 pounds gross vehicle weight.

Exclusion **A.4.** is replaced by the following:

4. For "bodily injury" to an employee of that "covered person" during the course of employment if workers' compensation benefits are available for that employee.

Exclusion **A.5.** is deleted and replaced by the following:

5. For that "covered person" s liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "covered person" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This Exclusion (**A.5.**) does not apply to a share-the-expense car pool.

Exclusion **A.6.** is replaced by the following:

6. While employed or otherwise engaged in the business of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (**A.6.**) does not apply to the ownership, maintenance or use of:

a. "Your covered auto" by:

- (1) "You";
- (2) Any "family member";
- (3) Any partner, agent or employee of "you" or any "family member"; or
- (4) Any other person not listed in (1), (2) or (3) above, if there is no other valid and collectible insurance, whether such insurance is primary, excess or contingent, at limits equal to or greater than the limits of insurance required by the Wisconsin financial responsibility law, available to respond for damages for which that person is legally responsible. In this event, "we" will provide liability coverage for that person up to the limits of insurance required by the Wisconsin financial responsibility law.

b. Any vehicle other than "your covered auto" by "you" or any "family member" if there is no other valid and collectible insurance, whether such insurance is primary, excess or contingent, at limits equal to or greater than the limits required by the Wisconsin financial responsibility law, available to respond for damages for which "you" or any "family member" are legally responsible. In this event, "we" will provide liability coverage for "you" or any "family member" up to the limits of insurance required by the Wisconsin financial responsibility law.

Exclusion **A.10.** is deleted.

B. Under Exclusion **B.4.**, the following item is added:

c. On a racetrack, test track or other course of any kind.

Exclusion **B.5.** is added:

5. "Your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement expressed in any medium, including, but not limited to, electronic or paper; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than "you" or any "family member".

C. Exclusion **C.1.** does not apply.

D. Exclusion **D.** is added:

D. "We" will not pay for:

Loss to, or loss of use of, a "nonowned auto" used by:

1. "You"; or
2. Any "family member";

in connection with a personal vehicle sharing program if the provisions of such a personal vehicle sharing program preclude the recovery of such loss or loss of use, from "you" or that "family member", or if otherwise precluded by any state law.

PART B - MEDICAL PAYMENTS COVERAGE**INSURING AGREEMENT**

The first paragraph of the **Insuring Agreement** is replaced by the following:

"We" will pay reasonable expenses incurred for necessary medical (including chiropractic) and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by a "covered person".

"We" will pay only those expenses incurred for services rendered and reported to "us" within 3 years from the date of the accident.

EXCLUSIONS

Exclusion 2. is deleted and replaced by the following:

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "covered person" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This Exclusion (2.) does not apply to a share-the-expense car pool.

Under Exclusion 11., the following item is added:

- c. On a racetrack, test track or other course of any kind.

Exclusion 12. is added:

12. Sustained while "occupying" or when struck by, "your covered auto" while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement expressed in any medium, including, but not limited to, electronic or paper; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than "you" or any "family member".

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

Part D - Coverage for Damage to Your Auto is amended as follows:

TOWING AND LABOR COSTS COVERAGE is deleted and replaced by:

ROADSIDE ASSISTANCE COVERAGE

"We" will pay towing and labor costs incurred each time "your covered auto" or any "nonowned auto" is disabled, up to the amount or towing distance shown in the Declarations as applicable to that vehicle. If a "nonowned auto" is disabled, "we" will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. "We" will pay only for labor performed at the place of disablement.

For the purposes of this coverage only, the following definitions apply:

"In Network" means towing and labor provided by a vendor contracted with The Cincinnati Insurance Companies' towing and roadside assistance service provider.

"Out of Network" means towing and labor provided by anyone not contracted with The Cincinnati Insurance Companies' towing and roadside assistance service provider.

Exclusion 1. Is deleted and replaced by the following:

1. Loss to "your covered auto" or any "nonowned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "nonowned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying the vehicle. This Exclusion (1.) does not apply to a share-the-expense car pool.

Under Exclusion 11., the following item is added:

- c. On a racetrack, test track or other course of any kind.

Exclusion 12. is added:

12. Loss to "your covered auto" which occurs while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement expressed in any medium, including, but not limited to, electronic or paper; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than "you" or any "family member".

PART F - GENERAL PROVISIONS

A. CHANGES

The following is added to the **Changes** Provision:

If "our" agent has knowledge, before an accident or loss, of a violation of a policy condition, this will:

1. Be considered "our" knowledge; and
2. Not void the policy or defeat a recovery for a claim.

LEGAL ACTION AGAINST US

The **Legal Action Against Us** provision does not apply.

OUR RIGHT TO RECOVER PAYMENT

The following is added to the **Our Right to Recover Payment** provision:

Paragraph **B.** of this provision does not apply to Medical Payments Coverage.

"We" shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

TERMINATION

The **Termination** provision is replaced by the following:

CANCELLATION

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to "us"; or
 - b. Giving "us" advance written notice of the date cancellation is to take effect.
2. "We" may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 60 days notice for anniversary cancellation if this policy has been written:
 - (1) For a period of more than 1 year; or
 - (2) Without fixed expiration date;
 - b. At least 10 days notice in all other cases:
3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, "we" will cancel only:
 - a. For nonpayment of premium; or
 - b. Due to substantial change in the risk "we" assumed, except to the extent that "we" should reasonably have foreseen the change or contemplated the risk when "we" issued this policy;
 - c. If the policy was obtained through material misrepresentation; or
 - d. Due to substantial breaches of contractual duties, conditions or warranties.

NONRENEWAL

If "we" decide not to renew or continue this policy, "we" will mail notice to the named insured shown in the Declarations at the address shown in this policy.

Notice will be mailed at least 60 days before the end of the policy period. If the policy period is other than 1 year, "we" will have the right not to renew or continue the policy at the end of the current policy term.

OFFER TO RENEW

If "we" offer to renew or continue and mail a notice of renewal or continuation premium due to the insured shown in the Declarations at the address shown in this policy:

1. Not more than 75 days nor less than 10 days prior to the due date of the premium which states clearly the effect of nonpayment of premium by the due date; and
2. "You" or "your" representative has failed to pay the renewal or continuation premium by such expiration date as stated in the notice;

then this policy will terminate at the end of such expiration date without further notice from "us". Failure to pay the required renewal or continuation premium when due shall mean that "you" have not accepted "our" offer to renew "your" policy.

If this policy is written for a term of more than one year or has no fixed expiration date, "we" may alter the terms or premiums of this policy. "We" will mail, by first-class mail, or deliver notice of less favorable terms or premiums to the named insured shown in the Declarations at the address shown in this policy at least 45 days prior to the anniversary date of the policy period.

If "we" notify the named insured shown in the Declarations within 45 days prior to the anniversary date of the policy, the new terms or premiums will not take effect until 45 days after the notice was mailed or delivered. The notice will include a statement of the right to cancel by the named insured shown in the Declarations.

The named insured shown in the Declarations may elect to cancel the renewal policy at any time during the 45-day period in accordance with the Cancellation Provision. If the named insured shown in the Declarations elects to cancel the renewal policy during the 45-day period, the return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

Renewal with Altered Terms

If "we" elect to renew this policy but on less favorable terms or at higher premiums, "we" will mail or deliver notice to the named insured shown in the Declarations at the address shown in this policy at least 45 days prior to the renewal date.

If "we" notify the named insured shown in the Declarations within 45 days prior to the renewal date, the new terms or premiums will not take effect until 45 days after the notice was mailed. The notice will include a statement of the right to cancel by the named insured shown in the Declarations. The named insured shown in the Declarations may elect to cancel the renewal policy at any time during the 45-day period in accordance with the Cancellation Provision. If the named insured shown in the Declarations elects to cancel the renewal policy during the 45-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

"We" need not mail or deliver this notice if the only change adverse to "you" is a premium increase that:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
2. Results from a change based on "your" action that alters the nature or extent of the risk insured against, including, but not limited to, a change in the classification or the units of exposure, or increased policy coverage.

SIMILAR INSURANCE

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.

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 cancelled, "you" may be entitled to a premium refund. If so, "we" will send "you" the refund. The premium refund, if any, will be computed according to "our" manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

The following provisions are added to PART F - **GENERAL PROVISIONS**:

REPRESENTATIONS

No oral or written statement or representation made by "you" or on "your" behalf and no breach of an affirmative warranty affects "our" obligations under this policy:

1. Unless "we" rely on it and it is either material or is made with intent to deceive; or
2. Unless the fact misrepresented or falsely warranted contributes to the loss.

In addition, no failure of a condition prior to the loss and no breach of a promissory warranty affects "our" obligations under this policy unless it exists at the time of loss and either:

1. Increases the risk at the time of the loss; or
2. Contributes to the loss.

DECLARATIONS

By acceptance of this policy, "you" agree:

1. That the statements in the Declarations are "your" agreements and representations;
2. That this policy is issued in reliance upon the truth of such representations; and
3. That this policy embodies all agreements existing between "you" and "us" or any of "our" agents relating to this insurance.

CONFORMITY TO STATUTE OR RULE

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. §227.11(2) and published in the Wisconsin Administrative Code.

MISCELLANEOUS TYPE VEHICLE ENDORSEMENT AMENDMENT

If the Miscellaneous Type Vehicle Endorsement is attached to the policy, the Passenger Hazard Exclusion does not apply to the following vehicles:

1. Motorcycles or similar type vehicles; or
2. Dune Buggies.

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Toll Free 1-888-242-8811
Telephone (513) 870-2000

The Cincinnati Casualty Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Toll Free 1-888-242-8811
Telephone (513) 870-2000

The Cincinnati Indemnity Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Toll Free 1-888-242-8811
Telephone (513) 870-2000

The Cincinnati Life Insurance Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Toll Free 1-888-242-8811
Telephone (513) 870-2000

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or (608) 266-3585 in Madison, and request a complaint form.



Cincinnati Financial Corporation and affiliates: The Cincinnati Insurance Company
The Cincinnati Indemnity Company ■ The Cincinnati Casualty Company
The Cincinnati Specialty Underwriters Insurance Company ■ The Cincinnati Life Insurance Company
CFC Investment Company ■ CSU Producer Resources Inc.

Headquarters: 6200 S. Gilmore Road ■ Fairfield, Ohio 45014-5141

Mailing Address: P.O. Box 145496 ■ Cincinnati, Ohio 45250-5496

www.cinffin.com ■ 513-603-5992

NOTICE OF PRIVACY PRACTICES

OUR PRIVACY PLEDGE

You have received this notice because you have a policy with us or you have applied for or purchased a product or service from our family of companies. We believe that your personal information should be respected and protected. For this reason, we are committed to protecting your personal information and using it only as appropriate to provide you with the best possible service, products and opportunities.

This privacy notice describes our information practices and policies. It applies to our relationship with you if you are an individual who inquires about or obtains products or services from us for personal, family or household purposes.

INFORMATION WE COLLECT

To provide our products or services, we may collect personal information about you from a variety of sources, including:

- information that comes from you during the application process or when visiting www.cinffin.com
- information about you from our affiliates, your independent insurance agent, governmental entities, consumer reporting agencies and other sources
- with your prior written consent, a medical professional who has treated you or members of your family

The type of information that we collect depends on the product or service requested, but may include:

- credit history
- motor vehicle reports
- inspections on your property
- claims history
- information concerning your previous insurance policies
- information to properly investigate and resolve any claims

INFORMATION WE DISCLOSE TO THIRD PARTIES

We do not sell your personal information to anyone. We do not disclose your personal information to third parties - people and companies that are not affiliated with us - for their own marketing purposes. For this reason, no "opt-out" is required. If we share some personal information about you with third parties without your specific authorization, it is to provide you with products and services that you request or expect from us, and as otherwise permitted by law.

For example, we may disclose the personal information we collect (as described above) as necessary to:

- service your policy, lease or account
- investigate and pay claims
- comply with state and federal regulatory requests or demands
- process other transactions that you request

To whom we make such disclosures depends on the product or service requested but may include:

- your independent insurance agent
- insurance regulators
- reinsurance companies
- consumer-reporting and fraud prevention agencies
- your mortgage or premium finance company
- insurance adjusters

We also may disclose personal information about you to companies that perform marketing services on our behalf or to other financial service providers with which we have joint marketing agreements. If information is disclosed, it will not result in telemarketing or direct mail marketing.

INFORMATION SECURITY

We restrict access to personal information about you to those employees who need access to that information in order to provide products and services to you. We maintain physical, electronic and procedural safeguards to guard your personal information.

A SPECIAL WORD ABOUT OUR INSURANCE INFORMATION PRACTICES

The information in this section applies to you only if you applied for or purchased an insurance product from us for personal, family or household purposes. This section is intended to supplement, but not replace, the other information contained in this Notice of Privacy Practices.

You have the right to access the personal information that we collect about you in connection with your insurance transactions with us. If you believe that any of that information is in error, you have the right to request us to correct it. Send your written request, including your policy number and the information about which you are concerned, to the address listed below.

To receive a more detailed notice regarding our insurance information practices and your information privacy rights, please contact us at the address or phone number given below.

EMAIL COMMUNICATIONS

We will **not** send you an email in which we ask for personal information from you (such as password or Social Security number) or link you to our website to ask you for such information unless we reference a specific transaction or information that you have requested. If you receive an unsolicited or suspicious email from The Cincinnati Insurance Companies, please forward the email to us at privacy@cinfin.com.

INFORMATION WE SHARE WITHIN OUR CORPORATE FAMILY

To serve you, we may share information about our experiences and transactions with you within our family of companies. Such information may include your payment or claims history or the types of insurance coverages you purchase from us.

The following companies comprise the Cincinnati Financial Corporation family of companies:

- Cincinnati Financial Corporation
- The Cincinnati Insurance Company
- The Cincinnati Casualty Company
- The Cincinnati Indemnity Company
- The Cincinnati Life Insurance Company
- CFC Investment Company
- The Cincinnati Specialty Underwriters Insurance Company
- CSU Producer Resources Inc.

This privacy notice applies to and is provided on behalf of all of the companies in the Cincinnati Financial Corporation family of companies with the exception of CFC Investment Company, which is governed by a separate and specific privacy policy.

ONGOING ACCESS TO OUR PRIVACY POLICY

We will provide a notice of our privacy policy annually, as long as you have a continuing customer relationship with us. This policy may change from time to time, but you can always review our current policy by visiting our website at www.cinfin.com or by contacting us at:

The Cincinnati Insurance Companies
Attn: Regulatory & Consumer Relations - Privacy
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Phone: 888-744-2170 (toll free) or 513-603-5992
Email: privacy@cinfin.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL LARGE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGES FORMING A PART OF THE POLICY

If both "your" home, condominium or tenant policy and automobile policy are with The Cincinnati Insurance Company with \$500 (or higher) deductibles on each the following deductible provision will apply:

- I. In the event of a loss arising out of a single occurrence for which two or more \$500 (or higher) deductibles would otherwise have been individually applied, only one deductible will be applicable. The largest deductible "you" have selected and which would otherwise apply to the loss will be the maximum deductible "we" will apply to the combined loss.
- II. It is further understood and agreed that all of "your" personal policies insured with The Cincinnati Insurance Company which provide for a \$500 (or higher) deductible will also be subject to the provisions of this endorsement.
- III. No deductible will apply to a single occurrence resulting in a covered loss of \$50,000 or greater. However, this provision does not apply to loss caused by:
 - (1) Earthquake;
 - (2) Landslide;
 - (3) Windstorm or hail, if a separate windstorm or hail deductible applies; or
 - (4) Wind, if loss occurs as a result of a "named storm".

A "named storm" is a storm system that has been declared a hurricane or tropical storm and assigned a name by the National Hurricane Center of the National Weather Service.



The Cincinnati Insurance Company

POLICY NUMBER

A01 0823127

Image 24

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023
12:01 a.m. Standard Time at the Address of the Named Insured

Endorsement
Effective 08/05/2022

A01 0823127

Named Insured & Address

Scott Harrison
Amanda Harrison
3420 TRIMBLE ST
EAU CLAIRE, WI 54701-7370

Please refer any questions to your agent:

Indianhead Insurance
3744 OAKWOOD HILLS PKWY
EAU CLAIRE, WI 54701-7755
715-833-7181

Agency 48074

County of EAU CLAIRE

In the event of a claim, you may call your agent or The Cincinnati Insurance Company at 877-242-2544.

Insurance is provided where a premium or 'Included' is shown for the coverage.

PAYOR - Insured

Billing Method:	Direct Bill
Current Pay Plan:	Annual EFT
Total Premium:	\$1,563.00

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

***** DESCRIPTION OF CHANGES *****

replace vehicle



The Cincinnati Insurance Company

POLICY NUMBER
A01 0823127

Image 24

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023
12:01 a.m. Standard Time at the Address of the Named Insured

Endorsement
Effective 08/05/2022

YOUR COVERED AUTOS

<u>Veh</u>	<u>Ter</u>	<u>Year</u>	<u>Vehicle Description</u>	<u>Vehicle ID Number</u>	<u>Type Veh</u>	<u>Value Basis</u>	<u>Value</u>
2	95	2021	TOYOTA SIENNA	5TDYSKFC8MS035401	Pickup	Symbol	47/45
3	95	2018	FORD F-150 SUPERCREW	1FTEW1EP3JKD56089	Pickup	Symbol	35/19

T-1

YOUR COVERED DRIVERS

Driver's Name:

Scott Harrison
Amanda Harrison

Date of Birth:

XX/XX/XXXX 2018 FORD F-150 SUPERCREW
XX/XX/XXXX 2021 TOYOTA SIENNA

COVERAGES AND LIMITS OF INSURANCE

	2021 TOYOTA SIENNA		2018 FORD F-150 SUPERCREW	
COVERAGES	LIMIT	PREMIUM	LIMIT	PREMIUM
A2 Combined Single Limits (BI and PD Coverages) \$500,000 Each Accident		\$211.00		\$210.00
B1 Medical Payments	\$10,000 Full	\$15.00	\$10,000 Full	\$17.00
C2 Uninsured (Including Underinsured Motorists) Combined Single Limit (BI Only) \$500,000 Each Accident		\$43.00		\$43.00
D Damage To Your Auto				
Other Than Collision		\$278.00		\$186.00
Less Deductible	\$500		\$500	
Collision		\$361.00		\$199.00
Less Deductible	\$500		\$500	
ADDITIONAL COVERAGES	LIMIT	PREMIUM	LIMIT	PREMIUM
Transportation Expense		Included		Included
Per Day/Maximum	\$20/\$600		\$20/\$600	
TOTAL		\$908.00		\$655.00



The Cincinnati Insurance Company

POLICY NUMBER

A01 0823127

Image 24

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023
12:01 a.m. Standard Time at the Address of the Named Insured

Endorsement
Effective 08/05/2022

The following credits have been applied to your policy:

- Multi-Car Discount
- Package Credit
- Pay Plan Discount
- Preferred Risk

TOTAL POLICY PREMIUM **\$1,563.00**

OTHER COVERAGES AND ENDORSEMENTS

Personal Auto Policy FA4000	FA4000T (4/08)
Underinsured Motorist Coverage - Wisconsin	CPA1261WI (4/16)
Uninsured Motorist Coverage - Wisconsin	CPA1280WI (4/16)
Amendment of Policy Provisions - Wisconsin	CPA1094WI (1/21)
Keep This Notice With Your Insurance Papers	IP427WI (6/22)
Notice of Privacy Practices	MI1659 (4/12)
Special Large Deductible Endorsement	HOA900 (4/13)

Loss Payee Vehicle 02:
 Royal Credit Union
 Royal Credit Union
 PO BOX 970
 EAU CLAIRE WI 54702-0970

Loss Payee Vehicle 03:
 Royal Credit Union
 PO BOX 970
 EAU CLAIRE WI 54702-0970

AUTO WORK SHEET

Insured: **Scott Harrison**
Amanda Harrison

Policy Number: **A01 0823127**

	<u>Driver Name</u>	<u>License Number</u>	<u>State</u>	<u>Date of Birth</u>	<u>Sex</u>	<u>Marital Status</u>
1	Scott Harrison	XXXXXXXXXXXXXXXXXX	WI	XX/XX/XXXX	M	Married
2	Amanda Harrison	XXXXXXXXXXXXXXXXXX	WI	XX/XX/XXXX	F	Married
3						
4						
5						
6						
7						
8						

	<u>Principal or Occasional Operator</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>At School w/o Vehicle</u>	<u>Driver Training</u>	<u>Good Student</u>	<u>Defensive Driver</u>
1	Principal	2018	FORD	F-150 SUP	No		No	No
2	Principal	2021	TOYOTA	SIENNA	No		No	No
3								
4								
5								
6								
7								
8								

<u>Vehicle Number</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>CC's</u>	<u>Anti-Theft Devices - Active - Passive</u>	<u>Passive Restraint - Driver Side Only - Both Front</u>
2	2021	TOYOTA	SIENNA	None	None	None
3	2018	FORD	F-150 SUP	None	Passive	Both Front



The Cincinnati Insurance Company

POLICY NUMBER
A01 0823127
Image 25

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023
12:01 a.m. Standard Time at the Address of the Named Insured

Endorsement
Effective 01/17/2023

A01 0823127

Named Insured & Address
Scott Harrison
Amanda Harrison
3420 TRIMBLE ST
EAU CLAIRE, WI 54701-7370

Please refer any questions to your agent:

Indianhead Insurance
3744 OAKWOOD HILLS PKWY
EAU CLAIRE, WI 54701-7755
715-833-7181

Agency 48074

County of EAU CLAIRE

In the event of a claim, you may call your agent or The Cincinnati Insurance Company at 877-242-2544.

Insurance is provided where a premium or 'Included' is shown for the coverage.

PAYOR - Insured

Billing Method:	Direct Bill
Current Pay Plan:	Annual EFT
Total Premium:	\$1,384.00

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

***** DESCRIPTION OF CHANGES *****

REPLACE 2021 SIENNA WITH 2018 SIENNA



The Cincinnati Insurance Company

POLICY NUMBER
A01 0823127

Image 25

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023
12:01 a.m. Standard Time at the Address of the Named Insured

Endorsement
Effective 01/17/2023

YOUR COVERED AUTOS

Veh	Ter	Year	Vehicle Description	Vehicle ID Number	Type Veh	Value Basis	Value
3	95	2018	FORD F-150 SUPERCREW	1FTEW1EP3JKD56089	Pickup	Symbol	35/19
4	95	2018	TOYOTA SIENNA XLE AW	5TDDZ3DC8JS199049	Van	Symbol	36/34

T-1

YOUR COVERED DRIVERS

Driver's Name:

Scott Harrison
Amanda Harrison

Date of Birth:

XX/XX/XXXX 2018 FORD F-150 SUPERCREW
XX/XX/XXXX 2018 TOYOTA SIENNA XLE AW

COVERAGES AND LIMITS OF INSURANCE

COVERAGES	2018 FORD F-150 SUPERCREW		2018 TOYOTA SIENNA XLE A	
	LIMIT	PREMIUM	LIMIT	PREMIUM
A2 Combined Single Limits (BI and PD Coverages) \$500,000 Each Accident		\$210.00		\$207.00
B1 Medical Payments	\$10,000 Full	\$17.00	\$10,000 Full	\$23.00
C2 Uninsured (Including Underinsured Motorists) Combined Single Limit (BI Only) \$500,000 Each Accident		\$43.00		\$43.00
D Damage To Your Auto				
Other Than Collision		\$186.00		\$192.00
Less Deductible	\$500		\$500	
Collision		\$199.00		\$264.00
Less Deductible	\$500		\$500	
ADDITIONAL COVERAGES	LIMIT	PREMIUM	LIMIT	PREMIUM
Transportation Expense		Included		Included
Per Day/Maximum	\$20/\$600		\$20/\$600	
TOTAL		\$655.00		\$729.00



The Cincinnati Insurance Company

POLICY NUMBER
A01 0823127

Image 25

AUTO DECLARATIONS

Policy Period: From 06/01/2022 To 06/01/2023
12:01 a.m. Standard Time at the Address of the Named Insured

Endorsement
Effective 01/17/2023

The following credits have been applied to your policy:

- Multi-Car Discount
- Package Credit
- Pay Plan Discount
- Preferred Risk

TOTAL POLICY PREMIUM **\$1,384.00**

OTHER COVERAGES AND ENDORSEMENTS

Personal Auto Policy FA4000	FA4000T (4/08)
Underinsured Motorist Coverage - Wisconsin	CPA1261WI (4/16)
Uninsured Motorist Coverage - Wisconsin	CPA1280WI (4/16)
Amendment of Policy Provisions - Wisconsin	CPA1094WI (1/21)
Keep This Notice With Your Insurance Papers	IP427WI (6/22)
Notice of Privacy Practices	MI1659 (4/12)
Special Large Deductible Endorsement	HOA900 (4/13)

Loss Payee Vehicle 03:
 Royal Credit Union
 PO BOX 970
 EAU CLAIRE WI 54702-0970

Loss Payee Vehicle 04:
 FINAINCIAL INSTITUTION LENDING
 PO BOX 20105
 LEHIGH VALLEY PA 18002-0105

AUTO WORK SHEET

Insured: **Scott Harrison**
Amanda Harrison

Policy Number: **A01 0823127**

	<u>Driver Name</u>	<u>License Number</u>	<u>State</u>	<u>Date of Birth</u>	<u>Sex</u>	<u>Marital Status</u>
1	Scott Harrison	XXXXXXXXXXXXXXXXXX	WI	XX/XX/XXXX	M	Married
2	Amanda Harrison	XXXXXXXXXXXXXXXXXX	WI	XX/XX/XXXX	F	Married
3						
4						
5						
6						
7						
8						

	<u>Principal or Occasional Operator</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>At School w/o Vehicle</u>	<u>Driver Training</u>	<u>Good Student</u>	<u>Defensive Driver</u>
1	Principal	2018	FORD	F-150 SUP	No		No	No
2	Principal	2018	TOYOTA	SIENNA XL	No		No	No
3								
4								
5								
6								
7								
8								

<u>Vehicle Number</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>CC's</u>	<u>Anti-Theft Devices</u> - Active - Passive	<u>Passive Restraint</u> - Driver Side Only - Both Front
3	2018	FORD	F-150 SUP	None	Passive	Both Front
4	2018	TOYOTA	SIENNA XL	None	Passive	Both Front