

00-1094-CD  
PA Nat'l Mutual vs M. Pinckney al

8

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,  
Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,  
Defendants.

ACTION FOR DECLARATORY  
JUDGMENT

Number 00-1094-CD  
-2000 C.D.

Type of Case: Civil Division

Type of Pleading: Complaint

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

Troy J. Harper  
Supreme Court Number: 74753

John C. Dennison, II  
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, Pennsylvania 15825  
(814) 849-8316

**FILED**

SEP 06 2000

William A. Shaw  
Prothonotary

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

Defendants.

\* In the Court of Common Pleas of  
\* Clearfield County, Pennsylvania

\*

\*

\* Action for Declaratory Judgment

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\* No. - 2000 C.D.

## NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
(814) 765-2641 ext. 32

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
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\* Clearfield County, Pennsylvania  
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\* Action for Declaratory Judgment  
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\* No. - 2000 C.D.

**COMPLAINT - ACTION FOR DECLARATORY JUDGMENT**

AND NOW, comes the Plaintiff, PENNSYLVANIA NATIONAL MUTUAL  
CASUALTY INSURANCE COMPANY, by and through its attorneys, Dennison, Dennison &  
Harper, who file the following Complaint - Action for Declaratory Judgment:

1. The Plaintiff, Pennsylvania National Mutual Casualty Insurance Company, is a corporation duly authorized to do business in the Commonwealth of Pennsylvania with corporate offices located in Harrisburg, Pennsylvania.
2. The Defendant, Marc Pinckney, is an adult individual of full age and *sui juris* whose last known address is 2511 North Marshall Street, Philadelphia, Pennsylvania 19133.
3. The Defendant, Dorothy J. Straub, is an adult individual of full age and *sui juris* whose last known address is 2435 S. Trenton Avenue, Tulsa, Oklahoma 74114.
4. The Defendant, Thad James, is an adult individual of full age and *sui juris* who is currently incarcerated in the Clearfield County Jail located at 410 21<sup>st</sup> Street, Clearfield County, Pennsylvania 16830.

5. On or about April 17, 1999, the Defendant, Marc Pinckney, was operating a 1993 Suzuki Sidekick (hereinafter "Suzuki") in the area of State Route 1012 and Township Road 214 in near the town of Shiloh, Clearfield County, Pennsylvania. The Suzuki being operated by the Defendant, Marc Pinckney, was owned by and registered to the Defendant, Dorothy J. Straub.

6. At the aforementioned time and location, the Defendant, Thad James, was operating his vehicle in the area behind the Suzuki.

7. At the aforementioned time and location, the Defendant, Marc Pinckney, stopped the Suzuki and exited the same.

8. The Defendant, Marc Pinckney, and the Defendant, Thad James, then had an altercation at the aforementioned location.

9. At some point during the altercation, the Defendant, Marc Pinckney, was struck by the vehicle operated by the Defendant, Thad James, while the Defendant, Marc Pinckney, was outside of the Suzuki.

10. As a result of the aforementioned incident, the Defendant, Marc Pinckney, sustained injuries.

11. On April 17, 1999, and at all times material to this Complaint, the Defendant, Dorothy J. Straub, was insured under a personal automobile insurance policy designated as Policy Number 120 0299976, issued by the Plaintiff, Pennsylvania National Mutual Casualty Insurance Company, a true and correct copy of the Policy and Declaration Page for said Policy are attached hereto as Exhibit "A" and made part hereof (hereinafter "Policy").

12. The effective period for the Policy was from December 2, 1998, until June 2, 1999.
13. The Policy provided First Party Benefits and Underinsured Motorists Coverage.
14. Form PP-0551 (ed. 6/94) of the Policy outlines the provisions of First Party Benefits coverage under the Policy. In particular, Form PP-0551 sets forth on page 2:

**II. FIRST PARTY BENEFITS COVERAGE  
INSURING AGREEMENT**

**A. BASIC FIRST PARTY BENEFIT**

We will pay, in accordance with the Act, the Basic First Party Benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the maintenance or use of a "motor vehicle"...

15. The term "insured" is defined for purposes of First Party Benefits Coverage on page 1 of Form PP-0551 as follows:

**D. "Insured" as used in this endorsement means:**

1. You or any "family member".
2. Any other person while:
  - a. "Occupying" "your covered auto"; or
  - b. not "occupying" a "motor vehicle" if injured as a result of an accident in Pennsylvania involving "your covered auto". If "your covered auto" is parked and unoccupied it is not a "motor vehicle" involved in an accident unless it is parked in a manner which creates an unreasonable risk of injury.

16. The terms "family member" and "occupying" are defined in the policy on page 1 of Policy PP-0001 as follows:

F. "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...

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

17. The Plaintiff, Pennsylvania National Mutual Casualty Insurance Company, has no duty to provide First Party Benefits Coverage to the Defendant, Marc Pinckney, under the Policy for the following reasons:

- (A) The Defendant, Marc Pinckney, is not an "insured" under the Policy for purposes of First Party Benefits;
- (B) The Defendant, Marc Pinckney, was not "occupying" the Suzuki at the time of the incident; and
- (C) The injuries allegedly sustained by the Defendant, Marc Pinckney, were not caused by an accident. Rather, they were caused by an intentional act, assault and/or attack.
- (D) The injuries allegedly sustained by the Defendant, Marc Pinckney, did not arise out of his use or maintenance of a motor vehicle.

18. Form PP-0419 (ed. 05/98) of the Policy outlines the provisions of Underinsured Motorists Coverage under the Policy. In particular, Form PP-0419 sets forth on page 1:

#### INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

19. The term "insured" is defined for purposes of Underinsured Motorists Coverage on page 1 of Form PP-0419 as follows:

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

1. You or any "family member".
2. Any other person "occupying" "your covered auto"

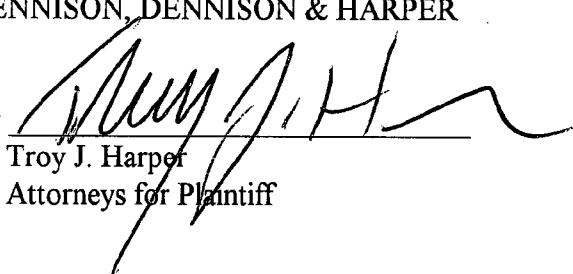
20. The Plaintiff, Pennsylvania National Mutual Casualty Insurance Company, has no duty to provide Underinsured Motorists Coverage to the Defendant, Marc Pinckney, under the Policy for the following reasons:

- (A) The Defendant, Marc Pinckney, is not an "insured" under the Policy for purposes of First Party Benefits;
- (B) The Defendant, Marc Pinckney, was not "occupying" the Suzuki at the time of the incident; and
- (C) The injuries allegedly sustained by the Defendant, Marc Pinckney, were not caused by an accident. Rather, they were caused by an intentional act, assault and/or attack.

21. The Defendants, Dorothy J. Straub and Thad James, are joined to this cause of action as indispensable parties.

**WHEREFORE**, the Plaintiff, Pennsylvania National Mutual Casualty Insurance Company, demands a declaratory judgment that it has no duty to extend coverage to the Defendant, Marc Pinckney, under the Policy for First Party Benefits or Underinsured Motorists Benefits.

DENNISON, DENNISON & HARPER

By   
Troy J. Harper  
Attorneys for Plaintiff

## AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA,

COUNTY OF ss:

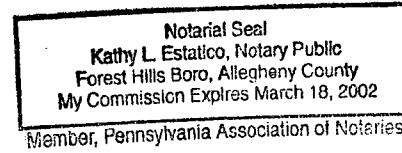
John O'Connor, being duly sworn according to law, deposes and says that he is a representative of Pennsylvania National Mutual Casualty Insurance Company, the within Plaintiff; that he is authorized to make this affidavit on its behalf; and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Pennsylvania National Mutual Casualty Insurance Company

By John O'Connor

Sworn to and subscribed before me this 26<sup>th</sup> day of July, 2000.

Kathy L. Estatico  
Notary Public

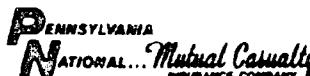


Member, Pennsylvania Association of Notaries



# PENN NATIONAL INSURANCE

Pennsylvania National Mutual Casualty Insurance Company  
P.O. Box 2361 • Harrisburg, PA 17105



**RENEWAL DECLARATION**

**DECLARATIONS PAGE**  
**RENEWAL OF POLICY 120 0299976**

PERSONAL AUTO POLICY - PREFERRED

Exhibit A

POLICY NUMBER	FROM POLICY PERIOD TO		COVERAGE IS PROVIDED IN THE	AGENCY	P
120 0299976	12/02/98	06/02/99	PA NATIONAL MUTUAL CAS INS CO	511160700	
NAMED INSURED AND ADDRESS			AGENT		
STRAUB DOROTHY J 204 1/2 EAST PINE CLEARFIELD PA			BURNS & BURNS-CF P O BOX 830 CLEARFIELD PA	16830	

**VEHICLES COVERED**

VEHICLES COVERED							CHG	DATE
UNIT	ST	TER	YR	MAKE-DESCRIPTION	SERIAL NUMBER	SYM	CLASS	LIMIT
001	PA	049	93	BUIK SKYLARK CU	1G4NV54N7PC307972	07	888220	12/02/98
002	PA	049	93	SUZU SIDEKICK	2S3TA01C1P6406049	14	888120	12/02/98

INSURANCE IS PROVIDED WHERE A PREMIUM IS SHOWN FOR THE COVERAGE

REFER TO ENCLOSED FORM 70-2738 FOR INFORMATION CONCERNING COVERAGE FOR  
DAMAGE TO RENTAL VEHICLES.

COMBINED BODILY INJURY AND  
PROPERTY DAMAGE LIABILITY \$100,000 EACH ACCIDENT 79.00 71.00

**UNINSURED MOTORIST**

COVERAGE  
BODILY INJURY \$ 35,000 EACH ACCIDENT  
STACKING APPLIES 18.00 18.00

**UNDERINSURED MOTORIST**

COVERAGE  
BODILY INJURY \$ 35,000 EACH ACCIDENT  
STANDING APPLIES 14.00 14.00

OTHER THAN COLLISION \$1,000 DEDUCTIBLE 21.00 31.00

COLLISION \$500 DEDUCTIBLE 58.00 67.00

FIR' T PARTY BENEFITS 18.00 25.00

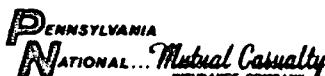
MEDICAL EXPENSE BENEFIT UP TO \$50,000 INCL INCL

TOTAL BY UNIT 208.00 224.00  
TOTAL TERM PREMIUM \$432.00

THIS IS TO CERTIFY  
THAT THIS IS A TRUE &  
CORRECT COPY.

by Ralph Reinthal "R.R."

## Exhibit "A"



## RENEWAL DECLARATION

DECLARATIONS PAGE  
RENEWAL OF POLICY 120 0299976

## PERSONAL AUTO POLICY - PREFERRED

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NAMED INSURED AND ADDRESS		AGENT			
STRAUB DOROTHY J 204 1/2 EAST PINE CLEARFIELD PA	16830	BURNS & BURNS-CF P O BOX 830 CLEARFIELD PA	16830		

THIS POLICY DOES NOT PROVIDE FIRST PARTY  
BENEFITS COVERAGE FOR:

WORK LOSS BENEFIT

FUNERAL EXPENSE BENEFIT

ACCIDENTAL DEATH BENEFIT

EXTRAORDINARY MEDICAL EXPENSE COVERAGE

ANTI-LOCK BRAKING DISCOUNT APPLIES TO UNIT(S) 1  
DUAL PASSIVE RESTRAINT CREDIT APPLIES TO UNIT(S) 1

MATURE DRIVER DISCOUNT APPLIES TO UNIT(S) 1,2  
SAFE DRIVER DISCOUNT APPLIES

DRIVER ID	DRIVER NAME	LICENSE NUMBER	BIRTH DATE
01	DOROTHY J STRAUB	11732679	07/29/42

## APPLICABLE FORMS

FORM #	DATE	UNIT	FORM #	DATE	UNIT	FORM #	DATE	UNIT
70-619	/	ALL	PP00010694		ALL	70-30480897		ALL
70-448	12/89	ALL	IL0910	01/81	ALL	70-1672		ALL
70-16861085		ALL	70-26590790		ALL	PP03380790		ALL
70-1512		ALL	70-26690790		001	PP04230695		001
PP04190598	*	001	70-30501096		001	PP05510694		001
PP04230695		002	70-30491096		002	PP04190598	*	002
PP05510694		002					70-30501096	002

GARAGE LOCATION FOR UNIT #001  
MAIN STREET

WOODLAND PA

16881

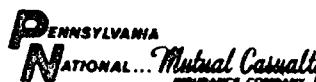
GARAGE LOCATION FOR UNIT #002  
MAIN STREET

WOODLAND PA

16881

## ANTI FRAUD NOTICE

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR  
OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM  
CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF  
MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A  
FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL  
AND CIVIL PENALTIES.



## RENEWAL DECLARATION

DECLARATIONS PAGE  
RENEWAL OF POLICY 120 0299976

## PERSONAL AUTO POLICY - PREFERRED

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		16830				

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IPS1-3342

POLICY PERIOD 12:01 AM STANDARD TIME

10/19/98  
PROCESS DATE

# Pennsylvania National



Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company  
P.O. Box 2361 • Harrisburg, PA 17105

## YOUR PERSONAL AUTO POLICY QUICK REFERENCE

### DECLARATIONS PAGE

Your Name and Address	Policy Period	
Your Auto or Trailer	Coverage and Amounts of Insurance	
Endorsements		
		Beginning On Page
<b>AGREEMENT</b>		1
<b>DEFINITIONS</b>		1
<b>PART A - LIABILITY COVERAGE</b>		2
Insuring Agreement	Out of State Coverage	
Supplementary Payments	Financial Responsibility Required	
Exclusions	Other Insurance	
Limit of Liability		
<b>PART B - MEDICAL PAYMENTS COVERAGE</b>		4
Insuring Agreement	Limit of Liability	
Exclusions	Other Insurance	
<b>PART C - UNINSURED MOTORISTS COVERAGE</b>		5
Insuring Agreement	Other Insurance	
Exclusions	Arbitration	
Limit of Liability		
<b>PART D - COVERAGE FOR DAMAGE TO YOUR AUTO</b>		6
Insuring Agreement	Payment of Loss	
Transportation Expenses	No Benefit to Bailee	
Exclusions	Other Sources of Recovery	
Limit of Liability	Appraisal	
<b>PART E - DUTIES AFTER AN ACCIDENT OR LOSS</b>		9
General Duties	Additional Duties for Coverage	
Additional Duties for Uninsured	for Damage to Your Auto	
Motorists Coverage		
<b>PART F - GENERAL PROVISIONS</b>		9
Bankruptcy	Policy Period and Territory	
Changes	Termination	
Fraud	Transfer of Your Interest in this Policy	
Legal Action Against Us	Two or More Auto Policies	
Our Right to Recover Payment		

# PERSONAL AUTO POLICY

## AGREEMENT

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

## DEFINITIONS

**A.** Throughout this policy, "you" and "your" refer to:

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

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

**C.** 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 6 months.

Other words and phrases are defined. They are in quotation marks when used.

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

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

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

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

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

**I.** "Trailer" means a vehicle designed to be pulled by 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.

**J.** "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:
  - a. A private passenger auto; or

**b.** A pickup or van that:

- (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
- (2) Is not used for the delivery or transportation of goods and materials unless such use is:
  - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
  - (b) For farming or ranching.

This provision (J.2.) applies only if:

- a. You acquire the vehicle during the policy period;
- b. You ask us to insure it within 30 days after you become the owner; and
- c. With respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire 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 you wish to add or continue Coverage for Damage to Your Auto.

If the vehicle you acquire 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.

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

This provision (J.4.) does not apply to Coverage for Damage to Your Auto.

## PART A - LIABILITY COVERAGE

### INSURING AGREEMENT

A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

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

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you, or any "family member" for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

### SUPPLEMENTARY PAYMENTS

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

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

### EXCLUSIONS

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

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or
  - c. In the care of; that "insured".

This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.6.

This exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van that:

- (1) You own; or
- (2) You do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - (a) Breakdown; (d) Loss; or
  - (b) Repair; (e) Destruction; or
  - (c) Servicing;

- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

- a. American Nuclear Insurers;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

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

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

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

- a. While such vehicle is being used by an "insured" in a medical emergency; or
- b. 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 vehicle, located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
  - b. Practicing or preparing for;
- any prearranged or organized racing or speed contest.

#### LIMIT OF LIABILITY

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

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

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

C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

- 1. Part B or Part C of this policy; or
- 2. Any Underinsured Motorists Coverage provided by this policy.

## OUT OF STATE COVERAGE

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

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "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.

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

## FINANCIAL RESPONSIBILITY

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

## OTHER INSURANCE

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

## PART B - MEDICAL PAYMENTS COVERAGE

### INSURING AGREEMENT

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

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

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

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

### EXCLUSIONS

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

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle 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".
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van that you own; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination.

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

#### LIMIT OF LIABILITY

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

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

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

#### OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

### PART C - UNINSURED MOTORISTS COVERAGE

#### INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; 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 "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part 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 coverage applies sustained by a person described in 1. or 2. above.

C. "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 the accident.
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 minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" are "occupying"; or
  - c. "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.

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

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law; except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

#### EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

- 2. 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 Motorists Coverage for "bodily injury" sustained by any "insured":
  - 1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent.
  - 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.2.) does not apply to a share-the-expense car pool.
  - 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- C. This 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. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part A or Part B of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. 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.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.

#### **OTHER INSURANCE**

If there is other applicable insurance available under one or more policies or provisions of coverage:

- 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 vehicle under any insurance providing coverage on either a primary or excess basis.

- 2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
- 3. If the coverage under this policy 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 liability bears to the total of all applicable limits of liability 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 liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

#### **ARBITRATION**

- A. If we and an "insured" do not agree:
  - 1. Whether that "insured" is legally entitled to recover damages; or
  - 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part 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, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
  - 1. Pay the expenses it incurs; and
  - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
  - 1. Whether the "insured" is legally entitled to recover damages; and
  - 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that 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.

## PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

### INSURING AGREEMENT

**A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

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

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

**B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

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

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

**C.** "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

### TRANSPORTATION EXPENSES

In addition, we will pay, without application of a deductible, up to \$15 per day, to a maximum of \$450, 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 that Other Than Collision Coverage is provided for that auto.

b. "Collision" only if the Declarations indicate that 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 "non-owned auto". We will pay for loss of use expenses if the loss is caused by:

- a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
- b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

If the loss is caused by a total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

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

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

### EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil war;

- e. Insurrection; or  
f. Rebellion or revolution.

4. Loss to:

  - a. Any electronic equipment designed for the reproduction of sound, including, but not limited to:
    - (1) Radios and stereos;
    - (2) Tape decks; or
    - (3) Compact disc players;
  - b. Any other electronic equipment that receives or transmits audio, visual or data signals, including, but not limited to:
    - (1) Citizens band radios;
    - (2) Telephones;
    - (3) Two-way mobile radios;
    - (4) Scanning monitor receivers;
    - (5) Television monitor receivers;
    - (6) Video cassette recorders;
    - (7) Audio cassette recorders; or
    - (8) Personal computers;
  - c. Tapes, records, discs, or other media used with equipment described in a. or b.; or
  - d. Any other accessories used with equipment described in a. or b.

This exclusion (4.) does not apply to:

  - a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:
    - (1) The equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
    - (2) The equipment is:
      - (a) Removable from a housing unit which is permanently installed in the auto;
      - (b) Designed to be solely operated by use of the power from the auto's electrical system; and
      - (c) In or upon "your covered auto" or any "non-owned auto"; at the time of the loss.
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto" normally used by the manufacturer for installation of a radio.
  - 5. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities. This exclusion (5.) does not apply to the interests of Loss Payees in "your covered auto".
  - 6. Loss to a camper body or "trailer" you own which is not shown in the Declarations. This exclusion (6.) 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.
  - 7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
  - 8. Loss to:
    - a. Awnings or cabanas; or
    - b. Equipment designed to create additional living facilities.
  - 9. Loss to equipment designed or used for the detection or location of radar or laser.
  - 10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
    - a. Special carpeting and insulation, furniture or bars;
    - b. Facilities for cooking and sleeping;
    - c. Height-extending roofs; or
    - d. Custom murals, paintings or other decals or graphics.
  - 11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
    - a. Selling;
    - b. Repairing;
    - c. Servicing;
    - d. Storing; or
    - e. Parking;
 vehicles designed for use on public highways. This includes road testing and delivery.
  - 12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".
  - 13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
    - a. Competing in; or
    - b. Practicing or preparing for;
 any prearranged or organized racing or speed contest.

- 14. Loss to, or loss of use of, a "non-owned auto" rented by:**

- a. You; or
- b. Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

#### **LIMIT OF LIABILITY**

- A. Our limit of liability for loss will be the lesser of the:**

1. Actual cash value of the stolen or damaged property;
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to any "non-owned auto" which is a trailer is \$500.

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

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

#### **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.

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#### **PART E - DUTIES AFTER AN ACCIDENT OR LOSS**

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

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

- B. A person seeking any coverage must:**

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:
  - a. To physical exams by physicians we select. We will pay for these exams.
  - b. To examination under oath and subscribe the same.

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

#### **NO BENEFIT TO BAILEE**

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

#### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

#### **APPRAISAL**

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:**

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

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

#### **4. Authorize us to obtain:**

- a. Medical reports; and
- b. Other pertinent records.

- 5. Submit a proof of loss when required by us.**

- C. A person seeking Uninsured Motorists Coverage 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.

- D. A person seeking Coverage for Damage to Your Auto must also:**

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

## PART F - GENERAL PROVISIONS

### BANKRUPTCY

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

### CHANGES

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

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

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
  2. An Amendatory Endorsement.

### FRAUD

We do not provide coverage for any "insured" 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.

### LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
  2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

### OUR RIGHT TO RECOVER PAYMENT

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

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
  2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
  2. Puerto Rico; or
  3. Canada.

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

### TERMINATION

- A. **Cancellation.** This policy may be cancelled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
    - a. Returning this policy to us; or
    - b. Giving us advance written notice of the date cancellation is to take effect.
  2. We may cancel by mailing 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; or
  - c. If the policy was obtained through material misrepresentation.
- B. **Nonrenewal.** If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. If the policy period is:
  1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
  2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.
- C. **Automatic Termination.** If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.  
If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### **D. Other Termination Provisions.**

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

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
  1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
  2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

#### **TWO OR MORE AUTO POLICIES**

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



5. We do not provide First Party Benefits Coverage

## PRIORITIES OF POLICIES

A. We will pay first party benefits in accordance with the order of priorities set forth by the Act

We will not pay if there is another insurer at a higher level of priority. The **First** category listed below is the highest level of priority and the **Fourth** category is the lowest level of priority. The priority order is:

5. **First** The insurer providing benefits to the "insured" as a named insured.

**Second** The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the Act.

**Third** The insurer of the "motor vehicle" which the "insured" is "occupying" at the time of the accident.

**Fourth** The insurer of any "motor vehicle" involved in the accident if the "insured" is not "occupying" a motor vehicle and (b) provided first party benefits under any other automobile policy.

An unoccupied parked motor vehicle is not a "motor vehicle" involved in an accident unless it is parked in a manner which

creates an unreasonable risk of injury to other persons or property (B).

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

5. We do not provide First Party Benefits Coverage

6. If 2 or more policies have equal priority within the highest applicable priority level

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible. The insurer is then entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim. If such contribution is sought among insurers under the **Fourth** priority, proration shall be based on the number of involved motor vehicles.

2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit of liability for First Party Benefits Coverage shown in the Schedule or Declarations.

3. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest limit of liability.

## NON-DUPLICATION OF BENEFITS

No one will be entitled to recover duplicate payments for the same elements of loss under this or any other similar insurance including self-insurance.

## III. PART F - GENERAL PROVISIONS

Part F is amended as follows:

The "Our Right To Recover Payment" provision does not apply to the owner of a motor vehicle who is not liable for the loss.

5. Occupying a "motor vehicle" owned by first insurer, whether the insured is not liable for the loss.

6. Occupying a "motor vehicle" owned by first insurer, whether the insured is not liable for the loss.

7. Occupying a "motor vehicle" owned by first insurer, whether the insured is not liable for the loss.

8. Occupying a "motor vehicle" owned by first insurer, whether the insured is not liable for the loss.

9. Occupying a "motor vehicle" owned by first insurer, whether the insured is not liable for the loss.

10. Occupying a "motor vehicle" owned by first insurer, whether the insured is not liable for the loss.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UNDERINSURED MOTORISTS COVERAGE – PENNSYLVANIA (STACKED)**

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

**SCHEDULE**

<b>UNDERINSURED MOTORISTS COVERAGE</b>		
<b>Description of Vehicle</b>	<b>Limit of Liability</b>	<b>Premium</b>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

**INSURING AGREEMENT**

**A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; 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 coverage only if 1. or 2. below applies:

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

No judgment for damages arising out of a suit brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:

1. Received reasonable notice of the pendency of the suit resulting in the judgment; and
2. Had a reasonable opportunity to protect our interests in the suit.

**B.** "Insured" 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 coverage applies sustained by a person described in 1. or 2. above.

**C.** "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

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

1. For which liability coverage is provided under Part A of this policy.
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

**EXCLUSIONS**

**A.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle you own which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

- 2. By a "family member":
    - a. Who owns an auto, while "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
    - b. Who does not own an auto, 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 Motorists Coverage for "bodily injury" sustained by any "insured":
    - 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
    - 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
  - C. We do not provide Underinsured Motorists Coverage for "noneconomic loss" sustained by any "insured" to whom the limited tort alternative applies, resulting from "bodily injury" caused by an accident involving an "underinsured motor vehicle", unless the "bodily injury" sustained is a "serious injury".
- This exclusion (C.) does not apply:
- 1. If the owner or operator of the "underinsured motor vehicle":
    - a. Is convicted, or accepts Accelerated Rehabilitative Disposition, for driving under the influence of alcohol or a controlled substance in that accident;
    - b. Is operating a motor vehicle registered in another state; or
    - c. Intends to injure himself or another person, provided that the individual does not intentionally injure himself or another person merely because his act or failure to act is intentional or done with his realization that it creates a grave risk of causing injury if the act or omission causing the injury is for the purpose of averting bodily harm to himself or another person.
  - 2. If that "insured" is injured while "occupying" a motor vehicle insured under a commercial motor vehicle insurance policy.
  - D. This 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.
  - E. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

## LIMIT OF LIABILITY

- A. Except as provided in paragraph B., the limit of liability shown in the Schedule or in the Declarations for Underinsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  - 4. Vehicles involved in the accident.
- B. If "bodily injury" is sustained in an accident by you or any "family member", our maximum limit of liability for all damages in any such accident is the sum of the limits of liability for Underinsured Motorists Coverage shown in the Schedule or in the Declarations applicable to each vehicle. Subject to this maximum limit of liability for all damages, the most we will pay for "bodily injury" sustained by an "insured" other than you or any "family member" is the limit of liability shown in the Schedule or in the Declarations applicable to the vehicle the "insured" was "occupying" at the time of the accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  - 4. Vehicles involved in the accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- D. 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.
- E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable similar insurance available under more than one policy or provision of coverage:

The following priorities of recovery apply:

**First** The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident.

**Second** The policy affording Underinsured Motorists Coverage to the "insured" as a named insured or family member.

If two or more policies have equal priority, the insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority. The insurer is thereafter entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim.

If we are the insurer against whom the claim is first made, we will pay, subject to the limit of liability shown in the Schedule or in the Declarations for Underinsured Motorists Coverage, after we and all other contributing insurers agree:

1. Whether the "insured" is legally entitled to recover damages from the owner or operator of an "underinsured motor vehicle"; and
2. As to the amount of damages.

#### ARBITRATION

**A. If we and an "insured" do not agree:**

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

From the owner or operator of an "underinsured motor vehicle" then the matter may be arbitrated.

Either party may make a written demand for arbitration. Arbitration shall be conducted in accordance with the provisions of the Pennsylvania Uniform Arbitration Act. Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

**B. Each party will:**

1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.**

#### ADDITIONAL DUTIES

A person seeking Underinsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

#### PART F - GENERAL PROVISIONS

Part F is amended as follows:

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

##### OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under paragraph A. with respect to Underinsured Motorists Coverage if we:

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

If we advance payment to the "insured" 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 "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

**B. The following is added to the Two Or More Auto Policies provision:**

##### TWO OR MORE AUTO POLICIES

1. This provision does not apply to Underinsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Underinsured Motorists Coverage.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

**UNINSURED MOTORISTS COVERAGE – PENNSYLVANIA (STACKED)**

- I. Part C - Uninsured Motorists Coverage is replaced by the following:

**SCHEDULE**

UNINSURED MOTORISTS COVERAGE		
Description of Vehicle	Limit of Liability \$ _____ \$ _____ \$ _____	Premium \$ _____ \$ _____ \$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**INSURING AGREEMENT**

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; 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 "uninsured motor vehicle".

No judgment for damages arising out of a suit brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

1. Received reasonable notice of the pendency of the suit resulting in the judgment; and
2. Had a reasonable opportunity to protect our interests in the suit.

- B. "Insured" 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 coverage applies sustained by a person described in 1. or 2. above.

- C. "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 the accident.
2. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
  - a. You or any "family member";

- b. A vehicle which you or any "family member" are "occupying"; or
- c. "Your covered auto".

If there is no contact with the hit-and-run vehicle, the facts of the accident must be proved.

3. 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:
    - (1) Insolvent; or
    - (2) Involved in insolvency proceedings.

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

1. Owned by or furnished for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

**EXCLUSIONS**

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle you own which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By a "family member":

- a. Who owns an auto, while "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  - b. Who does not own an auto, 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 Motorists Coverage for "bodily injury" sustained by any person:
1. If that person or the legal representative settles the bodily injury claim without our consent. However, this exclusion (B.1.) does not apply if such settlement does not adversely affect our rights.
  2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.2.) does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that person is entitled to do so.
- C. We do not provide Uninsured Motorists Coverage for "noneconomic loss" sustained by any person to whom the limited tort alternative applies, resulting from "bodily injury" caused by an accident involving an "uninsured motor vehicle," unless the "bodily injury" sustained is a "serious injury."
- This exclusion (C.) does not apply:
1. If the owner or operator of the "uninsured motor vehicle":
    - a. Is convicted, or accepts Accelerated Rehabilitative Disposition, for driving under the influence of alcohol or a controlled substance in that accident;
    - b. Is operating a motor vehicle registered in another state; or
    - c. Intends to injure himself or another person, provided that the individual does not intentionally injure himself or another person merely because his act or failure to act is intentional or done with his realization that it creates a grave risk of causing injury if the act or omission causing the injury is for the purpose of averting bodily harm to himself or another person.
  2. If that person is injured while "occupying" a motor vehicle insured under a commercial motor vehicle insurance policy.
- D. This 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.
  - E. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.
- LIMIT OF LIABILITY**
- A. Except as provided in paragraph B., the limit of liability shown in the Schedule or in the Declarations for Uninsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds;"
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
- B. If "bodily injury" is sustained in an accident by you or any "family member", our maximum limit of liability for all damages in any such accident is the sum of the limits of liability for Uninsured Motorists Coverage shown in the Schedule or in the Declarations applicable to each vehicle. Subject to this maximum limit of liability for all damages, the most we will pay for "bodily injury" sustained by an "insured" other than you or any "family member" is the limit of liability shown in the Schedule or in the Declarations applicable to the vehicle the "insured" was "occupying" at the time of the accident. This is the most we will pay regardless of the number of:
1. "Insureds;"
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part A or Part B of this policy.
  2. Any Underinsured Motorists Coverage provided by this policy.
- D. 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. This includes all payments made to an "insured's" attorney either directly or as part of the payment made to the "insured".

- E.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.

#### OTHER INSURANCE

If there is other applicable similar insurance available under more than one policy or provision of coverage:

The following priorities of recovery apply:

- First** The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident.
- Second** The policy affording Uninsured Motorists Coverage to the "insured" as a named insured or family member.

If two or more policies have equal priority, the insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority. The insurer is thereafter entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim.

If we are the insurer against whom the claim is first made, we will pay, subject to the limit of liability shown in the Schedule or in the Declarations for Uninsured Motorists Coverage, after we and all other contributing insurers agree:

1. Whether the "insured" is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle"; and
2. As to the amount of damages.

#### ARBITRATION

**A.** If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of the damages which are recoverable by that "insured";

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

From the owner or operator of an "uninsured motor vehicle" then the matter may be arbitrated.

Either party may make a written demand for arbitration. Arbitration shall be conducted in accordance with the provisions of the Pennsylvania Uniform Arbitration Act. Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

**B.** Each party will:

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

**C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### II. PART F - GENERAL PROVISIONS

**A.** The following is added to the Two Or More Auto Policies provisions of Part F.

#### TWO OR MORE AUTO POLICIES

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

# Pennsylvania National



Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company  
P.O. Box 2381 • Harrisburg, PA 17105

Items 1 and 4 of the Supplementary Payments Provisions of Part A, Liability Coverage are replaced by the following:

1. Up to \$300 for the cost of bail bonds required because of an accident, including related traffic law violations, resulting in bodily injury or property damage covered under this policy.
2. Up to \$75 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.

## PREFERRED AUTOMOBILE AMENDMENT OF POLICY PROVISIONS - PENNSYLVANIA

The Transportation Expenses Section of Part D, Coverage for Damage to your Auto is amended to read:

In addition, we will pay up to \$10 per day to a maximum of \$400, for transportation expenses incurred by you because of the total theft of your covered auto. We will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when your covered auto is returned to use or we pay for its loss.

## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

### Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.



**PENN NATIONAL  
INSURANCE**  
Pennsylvania National Mutual Casualty Insurance Company  
P.O. Box 2351 • Harrisburg, PA 17105

### **IMPORTANT NOTICE**

The laws of the Commonwealth of Pennsylvania give you the right to choose either of the following tort options:

**A. "Limited Tort" Option --**

The laws of the Commonwealth of Pennsylvania give you the right to choose a form of insurance that limits your right and the right of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering or other nonmonetary damages unless the injuries suffered fall within the definition of "serious injury" as set forth in the policy, or unless one of several other exceptions noted in the policy applies.

**B. "Full Tort" Option --**

The laws of the Commonwealth of Pennsylvania also give you the right to choose a form of insurance under which you maintain an unrestricted right for you and the members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses and may also seek financial compensation for pain and suffering and other nonmonetary damages as a result of injuries caused by other drivers.

If you wish to change the tort option that currently applies to your policy, you must notify your agent, broker or company and request the appropriate form.

Form 70-2659 (Ed. 07/90)



Insurance Companies

Pennsylvania National Mutual Casualty Insurance Company

P.O. Box 2561 • Harrisburg, PA 17105

### NOTICE TO NAMED INSUREDS

THIS INVOICE IS NOT INTENDED TO REFLECT THE ACTUAL COVERAGES AND LIMITS OF YOUR POLICY. THIS INVOICE IS INTENDED TO PROVIDE YOU WITH THE COST OF PURCHASING A POLICY WITH ONLY THE MINIMUM LIMITS AND COVERAGES REQUIRED BY LAW.

The laws of the Commonwealth of Pennsylvania, as enacted by the General Assembly, only require that you purchase liability and first-party medical benefit coverages. Any additional coverages or coverages in excess of the limits required by law are provided only at your request as enhancements to basic coverages.

#### A. "LIMITED TORT" OPTION --

The semiannual premium for basic coverage as required by law under this "limited tort" option is:

Coverage	Unit No.:
----------	-----------

Combined Bodily Injury and Property Damage Liability \$35,000 Each Accident	
---	--

Medical Benefit \$5,000 Each Accident	
--	--

**TOTAL BY UNIT**

**POLICY TOTAL**

#### B. "FULL TORT" OPTION --

The semiannual premium for basic coverage as required by law under this "full tort" option is:

Coverage	Unit No.:
----------	-----------

Combined Bodily Injury and Property Damage Liability \$35,000 Each Accident	
---	--

Medical Benefit \$5,000 Each Accident	
--	--

**TOTAL BY UNIT**

**POLICY TOTAL**



Pennsylvania National Mutual Casualty Insurance Company  
P O Box 2361 • Harrisburg, PA 17105

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERINSURED MOTORISTS COVERAGE - AMENDMENT OF ENDORSEMENT PROVISIONS-  
PENNSYLVANIA  
(NON-STACKED PP 04 17 AND STACKED PP 04 19)**

This endorsement amends coverage as provided by the endorsements listed above.

**EXCLUSIONS**

Paragraph B.2. is replaced by the following:

2. Using a vehicle without permission of the owner.

**LIMIT OF LIABILITY**

Paragraph C. in PP 04 17 and Paragraph D. in PP 04 19 are replaced by the following:

The limit of liability under this coverage is reduced by any amount paid to the same person for the same accident under Part A. or Part C. of this policy.

**ARBITRATION**

In the second paragraph under A.2. Pennsylvania Uniform Arbitration Act is deleted and replaced by the following:

Uniform Arbitration Act of 1927

In Paragraph C. the following is added at the end of the first sentence:

at the time of the accident.



**PENN NATIONAL  
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company  
P.O. Box 2581 • Harrisburg, PA 17105

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**UNINSURED MOTORISTS COVERAGE - AMENDMENT OF ENDORSEMENT PROVISIONS -  
PENNSYLVANIA  
(NON-STACKED PP 04 21 AND STACKED PP 04 23)**

This endorsement amends coverage as provided by the endorsements listed above.

**EXCLUSIONS**

Paragraph **B.3.** is replaced by the following:

- 3. Using a vehicle without permission of the owner.**

**LIMIT OF LIABILITY**

Paragraph **B.** in PP 04 21 and Paragraph **C.** in PP 04 23 are replaced by the following:

The limit of liability under this coverage is reduced by any amount paid to the same person for the same accident under Part **A.** or Part **C.** of this policy.

**ARBITRATION**

In the second paragraph under **A.2.** Pennsylvania Uniform Arbitration Act is deleted and replaced by the following:

Uniform Arbitration Act of 1927

In Paragraph **C.** the following is added at the end of the first sentence:

at the time of the accident.

## AMENDMENT OF POLICY PROVISIONS - PENNSYLVANIA

### I. DEFINITIONS

The Definitions section is amended as follows:

**A. Definition J.** is replaced by the following:

"Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:
  - a. A private passenger auto; or
  - b. A pickup or van that:
    - (i) Has a Gross Vehicle Weight not exceeding 9,000 lbs.; and
    - (ii) Is not principally used in any "business" other than farming or ranching.

This provision (2.) applies only if:

- a. You acquire the vehicle during the policy period;
- b. You ask us to insure it within 30 days after you become the owner; and
- c. With respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire 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 you wish to add or continue Coverage For Damage To Your Auto.

If the vehicle you acquire 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.

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

This provision (4.) does not apply to Coverage For Damage To Your Auto.

**B. The following is added to the Definitions section:**

- K. "Noneconomic loss" means pain and suffering and other nonmonetary detriment.
- L. "Serious injury" means an injury resulting in death, serious impairment of body function or permanent serious disfigurement.

### II. PART A - LIABILITY COVERAGE

**A. Paragraph A.** of the insuring Agreement is replaced by the following:

#### INSURING AGREEMENT

We will pay damages or "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

**B. The following is added to the Supplementary Payments Provision:**

#### SUPPLEMENTARY PAYMENTS

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

Prejudgement interest awarded against the "insured" on the part of the judgment we pay. Any prejudgement interest awarded against the insured is subject to the applicable Pennsylvania Rules of Civil Procedure.

**Paragraph A.8.** of the Exclusions of Part A. is replaced by the following:

#### EXCLUSIONS

8. Using a vehicle without permission of the owner.

**Paragraph C.** of the Limit of Liability section of Part A. is replaced by the following:

## LIMIT OF LIABILITY

- C. This coverage is reduced by any amount paid to the same person for the same accident under Part A. or Part C. of the policy.

## II. PART B - MEDICAL PAYMENT COVERAGE

Paragraph 7. of the Exclusions of Part B. is replaced by the following:

### EXCLUSIONS

7. Sustained while "occupying" a vehicle without permission of the owner.

## III. PART C - UNINSURED MOTORIST COVERAGE

Paragraph B.3. of the Exclusions of Part C. is replaced by the following:

### EXCLUSIONS

3. Using a vehicle without permission of the owner.

Paragraph B. of the Limit of Liability of Part C. is replaced by the following:

### LIMIT OF LIABILITY

This coverage is reduced by any amount paid to the same person for the same accident under Part A. or Part C. of the policy.

## IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

Paragraph 7. of the Exclusions of Part D. is replaced by the following:

### EXCLUSIONS

7. Loss to any "non-owned auto" when used by you or any "family member" without permission of the owner.

## V. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E. is replaced by the following:

### DUTIES AFTER AN ACCIDENT OR LOSS

If an accident or loss occurs, the following must be done for the terms of the policy to apply:

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

- B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:

- a. To physical exams by physicians we select. We will pay for these exams.

- b. To examination under oath and subscribe the same.

4. Authorize us to obtain:

- a. Medical reports; and
- b. Other pertinent records.

5. Submit a proof of loss when required by us.

- C. A person seeking Uninsured Motorists Coverage 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.

- D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.

2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.

3. Permit us to inspect and appraise the damaged property before its repair or disposal.

## VI. PART F - GENERAL PROVISIONS

Part F. is amended as follows:

- A. The Our Rights To Recover Payment provision is amended as follows:

### OUR RIGHT TO RECOVER PAYMENT

The last paragraph under A. is replaced by the following:

However, our rights in this paragraph (A.) do not apply under Part D. against any person using "your covered auto" with permission of the owner.

- B. Paragraph B. of the Our Right To Recover Payment provision is replaced by the following:

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 less reasonable attorneys' fees, costs and expenses incurred by that person in collecting our share of the recovery.

**C. The Termination Provision** is replaced by the following:

**TERMINATION**

**1. Cancellation.** This policy may be cancelled during the policy period as follows:

a. The named insured shown on the Declarations may cancel by:

- (1) Returning this policy to us; or
- (2) Giving us advance written notice of the date cancellation is to take effect.

b. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:

(1) At least 15 days notice of cancellation:

a. If notice is effective within the first 60 days this policy is in effect and this is not a renewal or continuation policy;

b. For nonpayment of premium;

c. If the driver's license of the named insured shown in the Declarations has been suspended or revoked after the effective date if this policy has been in effect less than one year; or if the policy has been in effect longer than one year, since the last anniversary of the original effective date; or

(2) At least 60 days notice if the policy was obtained through material misrepresentation.

Our right to cancel this policy is subject to the limitations contained in the applicable Pennsylvania Statutes.

**2. Nonrenewal.**

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

a. At least 15 days notice before the end of the policy period:

(1) For nonpayment of premium; or

(2) If the driver's license of the named insured shown in the Declarations has been suspended or revoked after the effective date if this policy has been in effect less than one year; or if the policy has been in effect longer than one year, since the last anniversary of the original effective date.

b. At least 60 days notice before the end of the policy period in all other cases.

However, our right to nonrenew this policy is subject to the limitations contained in the applicable Pennsylvania Statutes.

**3. 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.

**4. Other Termination Provisions.**

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

b. 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.

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

D. The following provision is added:

#### CONSTITUTIONALITY CLAUSE

The premium for, and the coverages of, this policy has been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law. In the event a court, from which there is no appeal, declares or enters a judgment the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we will have the right to recompute the premium payable for the policy and void or amend the provisions of the policy, subject to the approval of the Insurance Commissioner.

#### VII. JOINT OWNERSHIP COVERAGE ENDORSEMENT

If the Joint Ownership Coverage Endorsement is attached to this policy, the provisions of the Joint Ownership Coverage Endorsement apply except as follows:

Paragraphs A. and B.2.b. of the Definitions section are replaced by the following:

A. For the purpose of the coverage provided by this endorsement, "you" and "your" refer to two or more:

1. Individuals, other than husband and wife, residing in the same household; or
2. "Non-resident relatives";  
who jointly own:
  1. A private passenger auto; or
  2. A pickup or van that:
    - a. Has a Gross Vehicle Weight not exceeding 9,000 lbs.; and
    - b. Is not principally used in any "business" other than farming or ranching.

B. "Your covered auto" means:

2. Any of the following types of vehicles on the date you become the owner:
  - b. A pickup or van that:
    - (1) Has a Gross Vehicle Weight not exceeding 9,000 lbs.; and
    - (2) Is not principally used in any "business" other than farming or ranching.

#### VIII. MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

If the Miscellaneous Type Vehicle Endorsement is attached to this policy, the provisions of the Miscellaneous Type Vehicle Endorsement apply except as follows:

Paragraph B.2.b. of the Definitions section is replaced by the following:

B. "Your covered auto" means:

2. Any of the following types of vehicles on the date you become the owner:
  - b. A pickup or van that:
    - (1) Has a Gross Vehicle Weight not exceeding 9,000 lbs.; and
    - (2) Is not principally used in any "business" other than farming or ranching.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



Pennsylvania National Mutual Casualty Insurance Company  
P.O. Box 2361 • Harrisburg, PA 17105

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**PENNSYLVANIA  
FINANCIAL RESPONSIBILITY NOTICE**

**IMPORTANT NOTICE** regarding your Financial Responsibility Insurance Identification Card.

The Pennsylvania National Mutual Casualty Insurance Company is required by Pennsylvania law to send you an I.D. card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

If you lose the card, contact your insurance company or agent for a replacement.

The I.D. card information may be used for vehicle registration and replacing license plates. If your liability insurance policy is not in effect, the I.D. card is no longer valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the I.D. card fraudulently such as using the card as proof of financial responsibility after the insurance policy is terminated.

## **LIMITED TORT ALTERNATIVE INFORMATION NOTICE - PENNSYLVANIA**

**PP 03 38 07 90**

Each person who elects the limited tort alternative remains eligible to seek compensation for economic loss sustained in a motor vehicle accident as the consequence of the fault of another person pursuant to applicable tort law. Unless the injury sustained is a serious injury, each person who is bound by the limited tort election shall be precluded from maintaining an action for noneconomic loss, except that:

**A.** An individual otherwise bound by the limited tort election who sustains damages in a motor vehicle accident as the consequence of the fault of another person may recover damages as if the individual damaged had elected the full tort alternative whenever the person at fault:

1. Is convicted, or accepts Accelerated Rehabilitative Deposition for driving under the influence of alcohol or a controlled substance in that accident;
2. Is operating a motor vehicle registered in another state;
3. Intends to injure himself or another person, provided that an individual does not intentionally injure himself or another person merely because his act or failure to act is intentional or done with his realization that it creates a grave risk of causing injury if the

act or omission causing the injury is for the purpose of averting bodily harm to himself or another person; or

4. Has not maintained financial responsibility as required by the Pennsylvania Motor Vehicle Financial Responsibility Law, provided that nothing herein shall affect the limitation of a person, precluded from maintaining an action for noneconomic damages under the limited tort alternative, to recover noneconomic damages under Uninsured Motorists Coverage or Underinsured Motorists Coverage.
- B.** An individual otherwise bound by the limited tort election shall retain full tort rights with respect to claims against a person in the business of designing, manufacturing, repairing, servicing or otherwise maintaining motor vehicles arising out of a defect in such motor vehicle which is caused by or not corrected by an act or omission in the course of such business, other than a defect in a motor vehicle which is operated by such business.
- C.** An individual otherwise bound by the limited tort election shall retain full tort rights if injured while an occupant of a motor vehicle other than a private passenger motor vehicle.

**UNINSURED/UNDERINSURED MOTORISTS COVERAGE EXCLUSION ENDORSEMENT**

**PP 04 05 01 88**

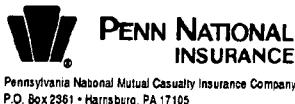
**The following exclusion is added to Uninsured Motorists Coverage and, where afforded, Underinsured Motorists Coverage:**

**We do not provide coverage for punitive or exemplary damages.**

**This endorsement must be attached to the Change Endorsement when issued after the policy is written.**

**PP 04 05 01 88**

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## IMPORTANT NOTICE TO PENNSYLVANIA POLICYHOLDERS COVERAGE FOR RENTAL VEHICLES

THIS DOCUMENT DOES NOT PROVIDE COVERAGE, AND IT DOES NOT REPLACE ANY PROVISIONS IN YOUR POLICY. READ YOUR POLICY AND THE "DECLARATIONS PAGE" FOR COMPLETE COVERAGE INFORMATION. IF ANYTHING IN THIS DOCUMENT CONFLICTS WITH YOUR POLICY, THE PROVISIONS OF THE POLICY PREVAIL.

**IF YOUR POLICY DOES NOT PROVIDE COLLISION COVERAGE, YOU DO NOT HAVE COVERAGE FOR DAMAGE TO A RENTAL VEHICLE.**

MOST RENTAL CAR COMPANIES OFFER "COLLISION DAMAGE WAIVER" INSURANCE WHEN YOU RENT A CAR. MANY INSUREDS ARE UNSURE IF THEY SHOULD PURCHASE THE COVERAGE FROM THE RENTAL CAR COMPANY OR IF DAMAGE TO THEIR RENTAL CAR WOULD BE COVERED UNDER THE COLLISION PORTION OF THEIR AUTO INSURANCE POLICY.

COLLISION MEANS THE UPSET OF YOUR COVERED AUTO OR ITS IMPACT WITH ANOTHER VEHICLE OR OBJECT. IT DOES NOT INCLUDE FALLING OBJECTS, FIRE, THEFT, WINDSTORM, VANDALISM, HAIL, WATER OR FLOOD.

OUR POLICYHOLDERS NORMALLY RENT CARS UNDER TWO CIRCUMSTANCES - THEY ARE ON VACATION OR, THEY RENT A CAR AS A TEMPORARY SUBSTITUTE WHILE THEIR CAR IS OUT OF SERVICE. THE CIRCUMSTANCES UNDER WHICH YOU RENT A CAR AFFECTS THE COVERAGE PROVIDED BY YOUR POLICY.

### **IF YOU RENT A CAR WHILE YOU ARE ON VACATION.**

IF YOUR POLICY PROVIDES COLLISION INSURANCE ON AT LEAST ONE CAR, AS LONG AS THAT COVERAGE REMAINS IN EFFECT, YOUR POLICY WOULD PROVIDE COLLISION INSURANCE EQUAL TO THE BROADEST COLLISION INSURANCE PROVIDED ON A CAR ON YOUR POLICY. FOR EXAMPLE, IF YOU HAVE THREE CARS COVERED FOR COLLISION INSURANCE, TWO WITH \$250 DEDUCTIBLE AND ONE WITH A \$200 DEDUCTIBLE, THE \$200 DEDUCTIBLE WOULD APPLY TOWARD THE RENTAL CAR.

### **IF YOU RENT A CAR WHILE YOUR CAR IS OUT OF SERVICE.**

IF YOUR POLICY PROVIDES COLLISION COVERAGE ON THE VEHICLE WHICH IS OUT OF SERVICE DUE TO ITS BREAKDOWN, REPAIR, SERVICING, LOSS OR DESTRUCTION, YOUR POLICY WOULD PROVIDE COLLISION COVERAGE ON A RENTAL VEHICLE. IF YOUR POLICY DOES NOT PROVIDE COLLISION COVERAGE ON THE CAR THAT IS OUT OF SERVICE, YOUR POLICY WOULD NOT PROVIDE COVERAGE FOR THE RENTAL CAR.

PLEASE CONTACT YOUR AGENT IF YOU NEED TO RENT A CAR UNDER CIRCUMSTANCES OTHER THAN THOSE OUTLINED ABOVE OR, IF YOU HAVE ANY QUESTIONS.



**PENN NATIONAL  
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company  
P.O. Box 2361 Harrisburg, PA 17105-2361

**PENNSYLVANIA MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW  
OPTION SELECTION SHEET**

Indicate the coverages you want on your policy in the blocks below, sign in the space provided and give this form to your agent. You must select a "Tort Option". Contact your agent for the appropriate form.

<b>LIABILITY LIMITS</b>			
<b>Single Limits</b> (Bodily Injury and Property Damage)		<b>Split Limits</b>	
<input type="checkbox"/> \$ 35,000 <input type="checkbox"/> \$ 50,000 <input type="checkbox"/> \$ 75,000 <input type="checkbox"/> \$ 100,000 <input type="checkbox"/> \$ 200,000 <input type="checkbox"/> \$ 300,000 <input type="checkbox"/> \$ 500,000		<b>Bodily Injury</b> <input type="checkbox"/> \$ 15,000/\$ 30,000 <input type="checkbox"/> \$ 20,000/\$ 40,000 <input type="checkbox"/> \$ 25,000/\$ 50,000 <input type="checkbox"/> \$ 50,000/\$ 100,000 <input type="checkbox"/> \$ 100,000/\$ 200,000 <input type="checkbox"/> \$ 100,000/\$ 300,000 <input type="checkbox"/> \$ 250,000/\$ 500,000	<b>Property Damage</b> <input type="checkbox"/> \$ 5,000 <input type="checkbox"/> \$ 10,000 <input type="checkbox"/> \$ 20,000 <input type="checkbox"/> \$ 25,000 <input type="checkbox"/> \$ 50,000 <input type="checkbox"/> \$ 100,000
<b>UNINSURED MOTORIST COVERAGE</b>		<b>UNDERINSURED MOTORIST COVERAGE</b>	
<b>Single Limits Bodily Injury</b> <input type="checkbox"/> \$ 35,000 <input type="checkbox"/> \$ 50,000 <input type="checkbox"/> \$ 75,000 <input type="checkbox"/> \$ 100,000 <input type="checkbox"/> \$ 200,000 <input type="checkbox"/> \$ 300,000 <input type="checkbox"/> \$ 500,000		<b>Split Limits Bodily Injury</b> <input type="checkbox"/> \$ 15,000/\$ 30,000 <input type="checkbox"/> \$ 20,000/\$ 40,000 <input type="checkbox"/> \$ 25,000/\$ 50,000 <input type="checkbox"/> \$ 50,000/\$ 100,000 <input type="checkbox"/> \$ 100,000/\$ 200,000 <input type="checkbox"/> \$ 100,000/\$ 300,000 <input type="checkbox"/> \$ 250,000/\$ 500,000	
<b>Single Limits Bodily Injury</b> <input type="checkbox"/> \$ 35,000 <input type="checkbox"/> \$ 50,000 <input type="checkbox"/> \$ 75,000 <input type="checkbox"/> \$ 100,000 <input type="checkbox"/> \$ 200,000 <input type="checkbox"/> \$ 300,000 <input type="checkbox"/> \$ 500,000		<b>Split Limits Bodily Injury</b> <input type="checkbox"/> \$ 15,000/\$ 30,000 <input type="checkbox"/> \$ 20,000/\$ 40,000 <input type="checkbox"/> \$ 25,000/\$ 50,000 <input type="checkbox"/> \$ 50,000/\$ 100,000 <input type="checkbox"/> \$ 100,000/\$ 200,000 <input type="checkbox"/> \$ 100,000/\$ 300,000 <input type="checkbox"/> \$ 250,000/\$ 500,000	
If you want to reject coverage or stacking contact your agent for the appropriate form.			
<b>BASIC FIRST PARTY BENEFITS COVERAGE LIMITS OPTIONS</b>			
<b>Medical Benefit</b> <input type="checkbox"/> \$ 5,000 (BASIC) <input type="checkbox"/> \$ 10,000 <input type="checkbox"/> \$ 25,000 <input type="checkbox"/> \$ 50,000 <input type="checkbox"/> \$ 100,000		<b>Work Loss Benefit</b> <b>Monthly/Maximum</b> <input type="checkbox"/> Coverage Rejected <input type="checkbox"/> 1,000/ 5,000 <input type="checkbox"/> 1,000/15,000 <input type="checkbox"/> 1,500/25,000 <input type="checkbox"/> 2,500/50,000	
<b>Funeral Expense Benefit</b> <input type="checkbox"/> Coverage Rejected <input type="checkbox"/> 1,500 <input type="checkbox"/> 2,500		<b>Accidental Death Benefit</b> <input type="checkbox"/> Coverage Rejected <input type="checkbox"/> 5,000 <input type="checkbox"/> 10,000 <input type="checkbox"/> 25,000	
<b>COMBINATION FIRST PARTY BENEFITS COVERAGE OPTION</b> This coverage is a combination of benefits. Do not complete this section if you have elected to purchase any of the above options.			
<b>Option</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<b>Total Benefits Limit</b> \$ 50,000 \$ 100,000 \$ 177,500 \$ 277,500	
<b>Funeral Expense Benefit</b> 2,500 2,500 2,500 2,500		<b>Accidental Death Benefit</b> 10,000 10,000 25,000 25,000	
<b>EXTRAORDINARY MEDICAL BENEFITS COVERAGE LIMITS OPTION</b>			
<b>Single Limits (Medical and Rehabilitation)</b> <input type="checkbox"/> \$ 100,000 <input type="checkbox"/> \$ 300,000		<input type="checkbox"/> I reject Extraordinary Medical Benefits Coverage	

YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE IMPORTANT NOTICES FOUND ON THE REVERSE SIDE OF THIS FORM.

( )

NAMED INSURED (Please Print)

TELEPHONE NUMBER

POLICY NUMBER

EFFECTIVE DATE

INSURED

SIGNATURE

DATE SIGNED

SPOUSE/CO-OWNER SIGNATURE

DATE SIGNED

1st Copy - Policyholder

2nd Copy - Company

3rd Copy - Agency

## IMPORTANT NOTICE

Insurance Companies operating in the Commonwealth of Pennsylvania are required by law to make available for purchase the following benefits for you, your spouse or other relatives or minors in your custody or in the custody of your relatives, residing in your household, occupants of your motor vehicle or person struck by your motor vehicle:

- (1) **Medical benefits, up to at least \$100,000.**
- (1.1) **Extraordinary medical benefits from \$100,000 to \$1,100,000 which may be offered in increments of \$100,000.**
- (2) **Income loss benefits, up to at least \$2,500 per month up to a maximum benefit of at least \$50,000.**
- (3) **Accidental death benefits, up to at least \$25,000.**
- (4) **Funeral benefits, \$2,500.**
- (5) **As an alternative to paragraphs (1), (2), (3), and (4), a combination benefit, up to at least \$177,500 of benefits in the aggregate or benefits payable up to three years from the date of the accident, whichever occurs first, subject to a limit on accidental death benefit of up to \$25,000 and a limit on funeral benefit of \$2,500, provided that nothing contained in this subsection shall be construed to limit, reduce, modify or change the provisions of section 1715(d) (relating to the availability of adequate limits).**
- (6) **Uninsured, underinsured and bodily injury liability coverage up to at least \$100,000 because of injury to one person in any one accident and up to at least \$300,000 because of injury to two or more persons in any one accident or, at the option of the insurer, up to at least \$300,000 in a single limit for these coverages, except for policies insured under the Assigned Risk Plan. Also at least \$5,000 for damage to property of others in any one accident.**

Additionally, insurers may offer higher benefit levels than those enumerated above as well as additional benefits. However, an insured may elect to purchase lower benefit levels than those enumerated above.

Your signature on this notice or your payment of any renewal premium evidences your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected.

If you have any questions or you do not understand all of the various options available to you, contact your agent or company. If you do not understand any of the provisions contained in this notice, contact your agent or company before you sign.

## IMPORTANT NOTICE OF OPTIONAL DISCOUNTS

If your car has passive seat belts or an airbag, or you are 55 and have completed a motor vehicle driver improvement course, you may be eligible to lower your premium. Contact your agent if you believe you are eligible for any of these credits.

### **MUTUAL POLICY CONDITIONS**

This is non-assessable. The policyholder is a member of the company. The member shall participate to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the law, in the distribution of dividends so fixed and determined.

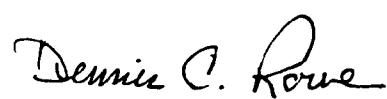
### **ANNUAL MEETING**

The insured is hereby notified that by virtue of this policy, he is a member of the Pennsylvania National Mutual casualty Insurance Company. The insured is entitled to vote either in person or by proxy at any and all meetings of said company. The Annual Meeting of the company is held at its Home office in Harrisburg, Pennsylvania, on the second Monday of April in each year, at 10:00 A.M. The inclusion of this notice in the policy shall be notice to the member of the Annual Meeting.

The PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY of Harrisburg, Pennsylvania has caused this policy to be signed by its president and a secretary and countersigned by a duly authorized representative of the company.



SECRETARY



PRESIDENT

FILED

2000 SEP 06 2000  
FBI - BOSTON  
122410 AM  
William A. Shaw  
Prothonotary  
PO 580.00

1cc Sheriff  
2cc aatty  
Harper

TROY J. HARPER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA NATIONAL MUTUAL  
VS  
PINCKNEY, MARC

00-1094-CD

COMPLAINT ACTION FOR DECLARATORY JUDGMENT  
SHERIFF RETURNS

NOW SEPTEMBER 7, 2000 AT 5:45 PM DST SERVED THE WITHIN  
COMPLAINT ACTION FOR DECLARATORY JUDGMENT ON THAD JAMES,  
DEFENDANT AT RESIDENCE, CLEARFIELD COUNTY JAIL, 410 21ST ST.,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
THAD JAMES A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT ACTION FOR DECLARATORY JUDGMENT AND MADE KNOWN TO  
HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER

19.33 SHFF. HAWKINS PAID BY: ATTY.  
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

25th DAY OF September 2000

William A. Shaw

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Harper*

CHESTER A. HAWKINS  
SHERIFF

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan 2002  
Clearfield Co., Clearfield PA.

FILED

*WAS* SEP 25 2000

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

Defendants.

ACTION FOR DECLARATORY  
JUDGMENT

Number 1094 - 2000 C.D.

Type of Case: Civil Division

Type of Pleading: Affidavit of Service

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

Troy J. Harper  
Supreme Court Number: 74753

John C. Dennison, II  
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, Pennsylvania 15825  
(814) 849-8316

**FILED**

DEC 24 2002

William A. Shaw  
Prothonotary

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

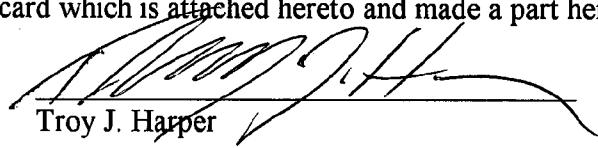
Defendants.

\* In the Court of Common Pleas of  
\* Clearfield County, Pennsylvania  
\*  
\*  
\* Action for Declaratory Judgment  
\*  
\*  
\*  
\* No. 1094 - 2000 C.D.

#### AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF JEFFERSON, ss:

Troy J. Harper, being duly sworn according to law, deposes and says that he is the attorney for the Plaintiff in the above entitled matter; that he is unrelated by blood or marriage to the Plaintiff in the above captioned matter; and that he served a certified copy of the Complaint in regard to the above entitled matter, endorsed with a Notice to Defend, on the Defendant, Dorothy Straub, by sending the same by certified mail, return receipt requested, addressed to Dorothy Straub, 2435 S. Trenton Avenue, Tulsa, Oklahoma, 74114, which was delivered on September 28, 2000, as set forth in the return receipt card which is attached hereto and made a part hereof.

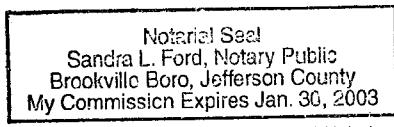


Troy J. Harper

Sworn to and subscribed before me this 23rd day of December, 2002.



Sandra L. Ford  
Notary Public



Member, Pennsylvania Association of Notaries

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

**Plaintiff,**

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

## Defendants.

- \* In the Court of Common Pleas of
  - \* Clearfield County, Pennsylvania
  - \*
  - \*
  - \*
  - \*
  - \*
  - Action for Declaratory Judgment
  - \*
  - \*
  - \*
  - \*
  - \*
  - No. 1094 - 2000 C.D.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
  - Print your name and address on the reverse so that we can return the card to you.
  - Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Dorothy Straub  
2435 S. Trenton Avenue  
Tulsa, OK 74114

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly), B. Date of Delivery

Dorothy Straughn 9/28/00

C. Signature

Wolfgang Kraub  Agent  
 Addressee

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

### 3. Service Type

- Certified Mail       Express Mail  
 Registered       Return Receipt for Merchandise  
 Insured Mail       C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

— 2. Article Number (Copy from service label)  
7099 3400 0001 4805 062

PS Form 3811, July 1999

### Domestic Return Receipt

102595-99-M-1789

FILED

NO  
cc

110:27-16  
DEC 24 2002  
KED

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,  
Defendants.

ACTION FOR DECLARATORY  
JUDGMENT

Number 1094 - 2000 C.D.

Type of Case: Civil Division

Type of Pleading: Default Notice

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

Troy J. Harper  
Supreme Court Number: 74753

John C. Dennison, II  
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, Pennsylvania 15825  
(814) 849-8316

**FILED**

JAN 07 2003

William A. Shaw  
Prothonotary

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

Defendants.

\* In the Court of Common Pleas of  
\* Clearfield County, Pennsylvania  
\*  
\*  
\* Action for Declaratory Judgment  
\*  
\*  
\*  
\* No. 1094 - 2000 C.D.

### **IMPORTANT NOTICE**

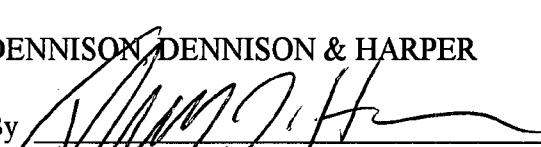
**TO: MARC PINCKNEY  
DOROTHY J. STRAUB  
THAD JAMES**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
(814) 765-2641

DENNISON, DENNISON & HARPER

By

  
Troy J. Harper  
Attorneys for the Plaintiff  
293 Main Street  
Brookville, PA 15825

Dated: 1/6/03

## CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Default Notice was served on the 6<sup>th</sup> day of January, 2003, by United States Mail, First Class, postage prepaid, addressed to the following:

Richard A. Milgrub, Esq.  
211 North Second Street  
Clearfield, Pennsylvania 16830

Marc Pinckney  
2511 North Marshall Street  
Philadelphia, Pennsylvania 19133

Dorothy Straub  
348 Martzville Road  
Berwick, Pennsylvania 18630

Thad James  
P.O. Box 108  
Woodland, Pennsylvania 16881

DENNISON, DENNISON & HARPER

By

  
Troy J. Harper  
Attorneys for the Plaintiff

FILED No  
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SEARCHED INDEXED  
JAN 07 2003  
3/13:44 (S)  
William A. Shaw  
Prothonotary

William A. Shaw  
Præthonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

Defendants.

ACTION FOR DECLARATORY  
JUDGMENT

Number 1094 - 2000 C.D.

Type of Case: Civil Division

Type of Pleading: Praeclipe for Entry of  
Judgment for Want of an Answer

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

Troy J. Harper  
Supreme Court Number: 74753

John C. Dennison, II  
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, Pennsylvania 15825  
(814) 849-8316

**FILED**

JAN 22 2003

William A. Shaw  
Prothonotary

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

Defendants.

\* In the Court of Common Pleas of  
\* Clearfield County, Pennsylvania

\*

\*

\* Action for Declaratory Judgment

\*

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\* No. 1094 - 2000 C.D.

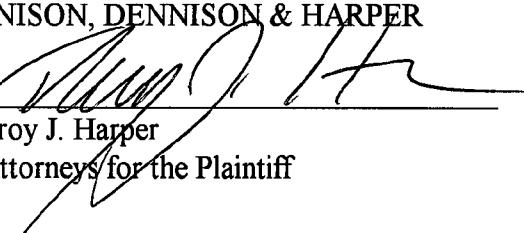
**PRAECIPE FOR JUDGMENT FOR WANT OF AN ANSWER**

**TO: THE PROTHONOTARY OF CLEARFIELD COUNTY**

A Notice of Intention to Take Default Judgment having been served on the Defendants on January 6, 2003, as shown by a copy of said Notice which is attached hereto and made part hereof, and no Answer having been made by said Defendants, enter judgment pursuant to Pa.R.C.P. 237.1 and 1511(a) in favor of the Plaintiff and against said Defendants in the above captioned matter for failure to file an Answer to Plaintiff's Complaint.

DENNISON, DENNISON & HARPER

By

  
Troy J. Harper

Attorneys for the Plaintiff

Dated: 1/27/03

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA**

**PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,**

Plaintiff,

vs.

**MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,**

Defendants.

**ACTION FOR DECLARATORY  
JUDGMENT**

Number 1094 - 2000 C.D.

Type of Case: Civil Division

Type of Pleading: Default Notice

Filed on behalf of: Plaintiff

Counsel of Record for this Party:

Troy J. Harper  
Supreme Court Number: 74753

John C. Dennison, II  
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, Pennsylvania 15825  
(814) 849-8316

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

Defendants.

\* In the Court of Common Pleas of  
\* Clearfield County, Pennsylvania

\*

\*

\* Action for Declaratory Judgment

\*

\*

\*

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\* No. 1094 - 2000 C.D.

### **IMPORTANT NOTICE**

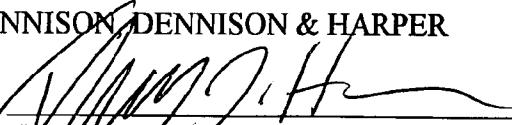
**TO: MARC PINCKNEY  
DOROTHY J. STRAUB  
THAD JAMES**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
(814) 765-2641

DENNISON DENNISON & HARPER

By

  
Troy J. Harper  
Attorneys for the Plaintiff  
293 Main Street  
Brookville, PA 15825

Dated: 1/6/03

## CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Default Notice was served on the 6<sup>th</sup> day of January, 2003, by United States Mail, First Class, postage prepaid, addressed to the following:

Richard A. Milgrub, Esq.  
211 North Second Street  
Clearfield, Pennsylvania 16830

Marc Pinckney  
2511 North Marshall Street  
Philadelphia, Pennsylvania 19133

Dorothy Straub  
348 Martzville Road  
Berwick, Pennsylvania 18630

Thad James  
P.O. Box 108  
Woodland, Pennsylvania 16881

DENNISON, DENNISON & HARPER

By

  
Troy J. Harper  
Attorneys for the Plaintiff



## **CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Practice for Entry of Judgment for  
Want of an Answer was served on the 21<sup>st</sup> day of January, 2003, by  
United States Mail, First Class, postage prepaid, addressed to the following:

Richard A. Milgrub, Esq.  
211 North Second Street  
Clearfield, Pennsylvania 16830

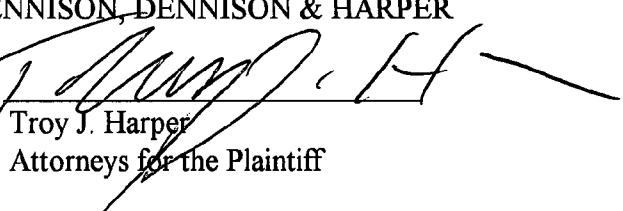
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Berwick, Pennsylvania 18630

Thad James  
P.O. Box 108  
Woodland, Pennsylvania 16881

DENNISON, DENNISON & HARPER

By

  
Troy J. Harper  
Attorneys for the Plaintiff

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES,

Defendants.

\* In the Court of Common Pleas of  
\* Clearfield County, Pennsylvania

\*

\*

\* Action for Declaratory Judgment

\*

\*

\*

\* No. 1094 - 2000 C.D.

**JUDGMENT**

AND NOW, to wit, 22nd day of June 2003, judgment is entered  
in favor of the above named Plaintiff and against the above named Defendants for failure to file an  
Answer.

Willie L. Hall

Prothonotary

**FILED**

OK 1-5-03  
JAN 22 2003  
1cc to City Duper.

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PENNSYLVANIA NATIONAL  
MUTUAL CASUALTY INSURANCE  
COMPANY,

**Plaintiff,**

vs.

MARC PINCKNEY, DOROTHY J.  
STRAUB and THAD JAMES

## Defendants.

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## Action for Declaratory Judgment

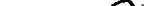
\* No. 00-1094 C.D.

## ACCEPTANCE OF SERVICE

I, Richard H. Milgrub, counsel for Marc Pinckney, accept service of the Complaint - Action for Declaratory Judgment on behalf of Marc Pinckney and certify that I am authorized to do so.

Date

9/14/00

  
Richard H. Milgrub, Esq.

Richard H. Milgrub, Esq.

FILED

DEC 24 2002

William A. Shaw  
Prothonotary

FILED NO CC  
M 110-27481  
DEC 24 2002  
FBI

William A. Shaw  
Prothonotary