

IN THE CIRCUIT COURT OF JOHNSON COUNTY, KANSAS

JAIME VALDEZ)
11225 W. 67th St.)
Shawnee, KS 66203)

and)

SAFE AUTO INSURANCE COMPANY)
800 Superior Ave. East – 3rd Floor)
Cleveland, OH 44114)

Plaintiffs,)

v.)

Case No. _____

LEWIS BRISBOIS BISGAARD)
& SMITH, LLP)
Serve Registered Agent:)
Alan Rupe)
1605 N. Waterfront Pkwy, Ste.150)
Wichita, KS 67206)

and)

RENEE MORTIMER,)
Serve: 2211 Main Street)
Suite 3-2A)
Highland, IN 46322)

Defendants.)

PETITION FOR DAMAGES

COMES NOW, Plaintiffs, Jaime Valdez and Safe Auto Insurance Company (collectively “Plaintiffs” when not referenced individually), and for their cause of action against Lewis Brisbois Bisgaard & Smith LLP (“Lewis Brisbois”) and Renee Mortimer (collectively “Defendants” when not referenced individually), hereby state and allege as follows:

PARTIES

1. Plaintiff Jaime Valdez (“Valdez”) is an individual residing in Johnson County, Kansas.

2. Plaintiff Safe Auto Insurance Company (“Safe Auto”) is an insurance company authorized to do business in Kansas, which is organized under the laws of Ohio, domiciled in Ohio, and with its principal place of business in Ohio.

3. Defendant Lewis Brisbois Bisgaard & Smith LLP (“Lewis Brisbois”) is a foreign limited liability partnership headquartered in Los Angeles, California, with partners residing in Kansas and Ohio. Defendant Lewis Brisbois is a citizen of every state in which its partners reside, including Kansas and Ohio.

4. Defendant Renee Mortimer is an individual and citizen of Indiana. At all times mentioned herein, she was a licensed attorney and a partner at Defendant Lewis Brisbois’ Indiana office.

5. At all times mentioned, Defendant Renee Mortimer and Joseph Ackerman were employees and attorneys at Defendant Lewis Brisbois and acting in the course and scope of their employment with Defendant Lewis Brisbois. Defendant Renee Mortimer and Joseph Ackerman were attorneys at Defendant Lewis Brisbois’ office in Indiana.

6. At all times mentioned herein, Defendant Lewis Brisbois acted by and through its employees, agents and partners, including Defendant Renee Mortimer and Joseph Ackerman.

JURISDICTION AND VENUE

6. This Court jurisdiction over this action pursuant to Kansas state law, as the causes of action accrued in Kansas and Defendant Lewis Brisbois conducts substantial business in the state of Kansas. Further Defendant Renee Mortimer agreed to defend the interests of Safe Auto and Valdez pursuant to a Kansas liability insurance policy for a claim accruing in Johnson County, Kansas.

7. Venue is proper in Johnson County, Kansas as this cause of action accrued in Johnson County, Kansas and Plaintiff Valdez resides and was damaged in Johnson County, Kansas.

COMMON ALLEGATIONS

8. On or about April 29, 2021, Jaime Valdez was operating a vehicle that struck Owen LaRue, a minor, in Johnson County, Kansas, causing severe injuries to LaRue.

9. On April 29, 2021, Valdez was insured by Safe Auto under an automobile insurance policy, number KS00037889A-000 (“Safe Auto Policy”) with a bodily injury liability limit of \$25,000. The Safe Auto Policy is attached hereto and incorporated herein as “*Exhibit A*”.

10. On July 6, 2021, Safe Auto received a letter offering to settle Owen LaRue’s claims against Jaime Valdez for the bodily injury limits of the Safe Auto Policy, *i.e.*, \$25,000.

11. At the time Safe Auto received the offer to settle Jaime Valdez’s liability for the April 29, 2021, motor vehicle collision, Owen LaRue had incurred nearly \$2 million in medical bills as a result of his injuries.

12. After receiving the offer to settle Jaime Valdez’s liability for the LaRue claims for the April 29, 2021, motor vehicle collision, Safe Auto determined that Jaime Valdez was 70% responsible for the April 29, 2021, motor vehicle collision.

13. After receiving the offer to settle Jaime Valdez’s liability for the April 29, 2021, motor vehicle collision, Safe Auto determined that coverage under the Safe Auto Policy should be provided to Jaime Valdez.

14. After receiving the offer to settle Jaime Valdez liability for the April 29, 2021, motor vehicle collision, Safe Auto determined that it would be in Jaime Valdez’s best interest (and, in this scenario, also in Safe Auto’s best interest) for the settlement offer to be accepted.

15. Safe Auto acknowledged coverage under the Safe Auto Policy for Jaime Valdez for the claims made against him for the April 29, 2021, motor vehicle collision involving Owen LaRue.

16. Valdez and Safe Auto’s interests were aligned in securing a settlement of Owen LaRue’s claims against Jaime Valdez for the bodily injury limits of the Safe Auto Policy.

17. Under the terms of the Safe Auto Policy, Safe Auto was given the right to select and retain counsel for Jaime Valdez for claims covered by the Safe Auto Policy.

18. Safe Auto selected and retained Defendant Lewis Brisbois to represent Jaime Valdez and Safe Auto to settle and secure approval of the settlement of Owen LaRue's claims against Jaime Valdez for the bodily injury liability limit of the Safe Auto Policy.

19. On August 9, 2021, Safe Auto informed Defendant Lewis Brisbois and Defendant Renee Mortimer by email that it was "Requesting help in settling [LaRue's claim against Valdez]...due to the severity of injuries and over 1.5 mil in bills."

20. Through that same email, Safe Auto informed Defendant Lewis Brisbois and Defendant Renee Mortimer that it had determined its insured was liable for the April 29, 2021, motor vehicle collision.

21. By August 20, 2021, Defendant Lewis Brisbois—confirmed it had no conflicts in providing representation to Safe Auto and Jaime Valdez.

22. On August 20, 2021, Defendant Renee Mortimer, on behalf of Defendant Lewis Brisbois, accepted the assignment to represent Jaime Valdez and Safe Auto as their attorneys.

23. Defendant Renee Mortimer and Joseph Ackerman, attorneys at Defendant Lewis Brisbois, were assigned to serve as Jaime Valdez and Safe Auto's attorneys.

24. By August 24, 2021, Defendant Lewis Brisbois, Defendant Renee Mortimer and Joseph Ackerman, were provided a copy of Safe Auto's claims file for the claims made by LaRue and a copy of the July 2, 2021, settlement offer sent by representatives of LaRue.

25. Included with this information was contact information for the LaRue family.

26. On August 25, 2021, Defendant Renee Mortimer confirmed with Safe Auto that she had received the claims file material sent by Safe Auto and Joseph Ackerman was reviewing the material sent by Safe Auto.

27. On August 25, 2021, Defendant Renee Mortimer informed Safe Auto that they should interplead the bodily injury limits into Court even though she knew Jaime Valdez would not be released from liability if an interpleader was pursued.

28. Defendant Renee Mortimer told Safe Auto she wanted to verbally recommend interpleader of the funds rather than make the recommendation in writing, as she knew the advice was contrary to the interest of her other client Jaime Valdez.

29. Defendant Lewis Brisbois, and specifically Defendant Renee Mortimer and Joseph Ackerman, billed Safe Auto and accepted payment for legal services after being retained to represent Jaime Valdez's and Safe Auto's interests as set forth above.

30. Despite Safe Auto informing Defendant Lewis Brisbois and Defendant Renee Mortimer to accept the settlement offer made by Owen LaRue and secure approval of the settlement, Defendant Lewis Brisbois and Defendant Renee Mortimer took no actions to accept the settlement offer or seek approval of the settlement of the claims.

31. No individual or attorney at Defendant Lewis Brisbois contacted the family of Owen LaRue by phone, email or letter to accept the settlement offer despite having the information necessary to do so prior to September 9, 2021.

32. On September 9, 2021, representatives of Owen LaRue withdrew the offer to settle the claims against Jaime Valdez for the bodily injury liability limits of the Safe Auto Policy.

33. Prior to September 9, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer had taken no action to accept the settlement offer for the LaRue Claim or to secure approval of the settlement despite instructions from Safe Auto to do so.

34. Prior to September 30, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer did not even recognize that the April 29, 2021, motor vehicle collision had occurred in Kansas.

35. Had Defendant Lewis Brisbois and Defendant Renee Mortimer followed instructions to accept the settlement offer, Valdez and Safe Auto would have only been required to pay \$25,000.00 for the LaRue claims and would not have been required to expend any additional funds for attorneys' fees and other costs associated with the matter.

36. After learning that the settlement offer had been withdrawn by representatives of Owen LaRue, attorneys at Defendant Lewis Brisbois Wichita, Kansas office, in conjunction with attorneys at its Chicago, Illinois, office again recommended that Safe Auto interplead the bodily injury liability limits and seek a ruling from the Court that Safe Auto had acted in good faith in interpleading the bodily injury liability limits.

37. Defendant Lewis Brisbois and its attorneys in its Wichita, Kansas and Chicago, Illinois offices knew that interpleading the funds would have left Valdez, one of its clients, without funds to pay for a defense and without funds to secure a release of his liability to LaRue.

38. Through June 2023, attorneys employed by Defendant Lewis Brisbois continued to bill Safe Auto for work performed on behalf of Safe Auto and Jaime Valdez, including but not limited to:

- a. Handling an interpleader action;
- b. Analyzing medical bills records for Owen LaRue;
- c. Reviewing statutory provisions for court approval of minor settlement;
- d. Analyzing investigation in support of defense of claims;
- e. Identifying key information for use in defense of claims;
- f. Analyzing retention experts to aid in defense of Valdez against claims made by LaRue;
- g. Analyzing whether bad faith claims could be made against Safe Auto by LaRue.

39. After Defendant Lewis Brisbois and its agents, employees and partners failed to effectuate a settlement of the LaRue claims against Jaime Valdez as instructed, representatives of

Owen LaRue filed a lawsuit against Jaime Valdez for his negligence in causing the April 29, 2021, motor vehicle collision.

40. The lawsuit was filed in Johnson County, Kansas and assigned case number 23CV01670 (hereinafter, the “Underlying Lawsuit”).

41. Safe Auto and Valdez were forced to litigate the Underlying Lawsuit for years to try and lessen, eliminate and/or determine any damages they sustained due to Defendant Lewis Brisbois and Defendant Renee Mortimer’s failure to settle and otherwise appropriately handle the LaRue claims.

42. On January 15, 2025, a \$5,000,000.00 judgment was entered against Valdez and in favor of LaRue in the Underlying Lawsuit.

43. As Valdez’s liability insurer, Safe Auto paid \$2,500,000.00 of the judgment entered against Valdez in the Underlying Lawsuit.

44. \$2,500,000.00 of the Judgment entered in the Underlying Lawsuit, plus accrued post-judgment interest, remains unsatisfied.

COUNT I – PROFESSIONAL NEGLIGENCE
(Legal Malpractice)
(Valdez v. Defendants)

45. Plaintiff Valdez realleges and incorporates paragraphs 1 through 44 as if fully set forth herein.

46. By August 20, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer had formed an attorney-client relationship with Plaintiff Jaime Valdez.

47. Defendant Lewis Brisbois and Defendant Renee Mortimer owed Valdez a duty to use the learning, skill and care of a reasonably competent lawyer and to exercise ordinary care and diligence in its representation of him. See *Bergstrom v. Noah*, 266 Kan. 847, 974 P.2d 531 (1996).

48. Defendant Lewis Brisbois, through its employees, agents and partners, and Defendant Renee Mortimer breached this duty in one or more of the following ways:

- a. Failing to secure a settlement of LaRue's claims against Jaime Valdez before September 9, 2021;
- b. Failing to contact representatives of LaRue prior to September 9, 2021, to accept the July 2, 2021, settlement offer;
- c. Failure to contact Jaime Valdez, Lewis Brisbois' client, prior to September 9, 2021;
- d. Failing to take any action to seek approval of a settlement of LaRue's claims against Jaime Valdez;
- e. Disregarding instructions from Safe Auto to accept the July 2, 2021, settlement offer;
- f. Failing to secure a release of Jaime Valdez;
- g. Recommending that Safe Auto interplead the bodily injury liability limits of the Safe Auto Policy;
- h. Failing to recognize or ignoring that Jaime Valdez was exposed to a multi-million dollar judgment if a settlement offer was not promptly accepted;
- i. For such other reasons as may be determined as discovery progresses.

49. As a direct and proximate result of Defendant Lewis Brisbois' and Defendant Renee Mortimer's failure to exercise ordinary care, a \$5,000,000 judgment has been entered against Valdez in the Underlying Lawsuit, and he was subjected to emotional distress of being forced to participate in litigation in the Underlying Lawsuit.

50. But for Defendant Lewis Brisbois failure to exercise ordinary care, LaRue's claims against Valdez would have been settled for \$25,000.00, all of which would be paid by Safe Auto, and the Underlying Lawsuit would not have been filed.

51. Defendant Lewis Brisbois is directly and vicariously responsible for the acts and omissions of its agents, representatives and partners, including those of Defendant Renee Mortimer.

WHEREFORE Plaintiff Valdez prays for judgment against Defendant Lewis Brisbois and Defendant Renee Mortimer in an amount which is fair and reasonable, in excess of Seventy-Five Thousand Dollars (\$75,000), together with his costs herein incurred and expended and for such other relief as the Court deems just and proper.

COUNT II – NEGLIGENCE
(Legal Malpractice)
(Safe Auto v. Defendants)

52. Plaintiff Safe Auto realleges and incorporates paragraphs 1 through 51 as if fully set forth herein.

53. By August 20, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer had formed an attorney-client relationship with Plaintiff Safe Auto.

54. Alternatively, Safe Auto was a beneficiary of Defendant Lewis Brisbois and Defendant Renee Mortimer's legal services.

55. Defendant Lewis Brisbois and Defendant Renee Mortimer owed Safe Auto a duty to use the learning, skill and care of a reasonably competent lawyer and to exercise ordinary care and diligence in its representation. *See Bergstrom v. Noah*, 266 Kan. 847, 974 P.2d 531 (1996).

56. Defendants breached this duty in one or more of the following ways:

- a. Failing to secure a settlement of LaRue's claims against Jaime Valdez before September 9, 2021;
- b. Failing to contact representatives of LaRue prior to September 9, 2021 to accept the July 2, 2021, settlement offer;
- c. Failing to take any action to seek approval of a settlement of LaRue's claims against Jaime Valdez;
- d. Disregarding instructions from Safe Auto to accept the July 2, 2021, settlement offer;
- e. Failing to secure a release of Jaime Valdez;
- f. Recommending that Safe Auto interplead the bodily injury liability limits of the Safe Auto Policy;

- g. Failing to recognize or ignoring that Jaime Valdez and by extension Safe Auto was exposed to a multi-million dollar judgment if a settlement offer was not promptly accepted;
- h. For such other reasons as may be determined as discovery progresses.

57. As a direct and proximate result of Defendant Lewis Brisbois' and Defendant Renee Mortimer's failure to exercise ordinary care, Safe Auto was forced to pay \$2,500,000.00 of the \$5,000,000.00 Judgment entered in the Underlying Lawsuit, and additional amounts defending itself and Valdez in the Underlying Lawsuit.

58. But for Defendant Lewis Brisbois' and Defendant Renee Mortimer's failure to exercise ordinary care, LaRue's claims against Valdez would have been settled for \$25,000.00, Safe Auto would not have been required to pay \$2,475,000 in excess of the \$25,000 bodily injury liability limit of the Safe Auto Policy, and Safe Auto would not have been required to expend funds defending itself and Valdez in the Underlying Lawsuit.

59. Defendant Lewis Brisbois is directly and vicariously responsible for the acts and omissions of its agents, representatives and partners, including those of Defendant Renee Mortimer.

WHEREFORE Plaintiff Safe Auto prays for judgment against Defendant Lewis Brisbois and Defendant Renee Mortimer in an amount which is fair and reasonable, in excess of Seventy Five Thousand Dollars (\$75,000), together with his costs herein incurred and expended and for such other relief as the Court deems just and proper.

COUNT III – BREACH OF FIDUCIARY DUTY
(Safe Auto v. Defendants)

60. Plaintiff Safe Auto realleges and incorporates paragraphs 1 through 59 as if fully set forth herein.

61. Prior to August 20, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer had an ongoing business relationship with Safe Auto in which Defendants would serve as counsel for Safe Auto and Safe Auto's insureds for claims arising out of automobile collisions.

62. Through this ongoing business relationship, Defendant Lewis Brisbois and Defendant Renee Mortimer would represent the interest of Safe Auto and its insureds for claims arising out of automobile collisions.

63. By August 20, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer entered into a fiduciary relationship with Plaintiff Safe Auto concerning the resolution of the LaRue claims against Valdez and Safe Auto.

64. Safe Auto placed special trust and confidence in Defendant Lewis Brisbois and Defendant Renee Mortimer to secure a settlement and release of Valdez and Safe Auto from the LaRue claims.

65. Defendant Lewis Brisbois and Defendant Renee Mortimer owed a duty to Safe Auto to act with care, good faith and loyalty to advance the interest of Safe Auto in securing a settlement and release of Valdez and Safe Auto from the LaRue claims for the payment of the \$25,000 bodily injury limits of the Safe Auto Policy, as Safe Auto is a beneficiary of Defendant Lewis Brisbois and Defendant Renee Mortimer's legal services.

66. Defendant Lewis Brisbois and Defendant Renee Mortimer breached its fiduciary duties by:

- a. Failing to secure a settlement of LaRue's claims against Jaime Valdez before September 9, 2021;
- b. Failing to contact representatives of LaRue prior to September 9, 2021, to accept the July 2, 2021, settlement offer;
- c. Failing to take any action to seek approval of a settlement of LaRue's claims against Jaime Valdez;
- d. Disregarding instructions from Safe Auto to accept the July 2, 2021, settlement offer;

- e. Failing to secure a release of Jaime Valdez;
- f. Recommending that Safe Auto interplead the bodily injury liability limits of the Safe Auto Policy when doing so was contrary to Safe Auto interests and would have exposed Safe Auto to further liability;
- g. Failing to recognize or ignoring that Jaime Valdez and by extension Safe Auto was exposed to a multi-million dollar judgment if a settlement offer was not promptly accepted;
- h. For such other reasons as may be determined as discovery progresses.

67. As a direct and proximate result of Defendant Lewis Brisbois' and Defendant Renee Mortimer's failure to exercise ordinary care, Safe Auto was forced to pay \$2,500,000.00 of the \$5,000,000.00 Judgment entered in the Underlying Lawsuit, and additional amounts defending itself and Valdez in the Underlying Lawsuit.

68. But for Defendant Lewis Brisbois' and Defendant Renee Mortimer's failure to exercise ordinary care, LaRue's claims against Valdez would have been settled for \$25,000.00, Safe Auto would not have been required to pay \$2,475,000 in excess of the \$25,000 bodily injury liability limit of the Safe Auto Policy, and Safe Auto would not have been required to expend funds defending itself and Valdez in the Underlying Lawsuit.

69. Defendant Lewis Brisbois is directly and vicariously responsible for the acts and omissions of its agents, representatives and partners, including those of Defendant Renee Mortimer.

WHEREFORE Plaintiff Safe Auto prays for judgment against Defendant Lewis Brisbois and Defendant Renee Mortimer in an amount which is fair and reasonable, in excess of Seventy-Five Thousand Dollars (\$75,000), together with his costs herein incurred and expended and for such other relief as the Court deems just and proper.

COUNT IV – NEGLIGENCE

(Safe Auto v. Defendants)

70. Safe Auto realleges and incorporates paragraphs 1 through 69 as if fully set forth herein.

71. Beginning on August 20, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer agreed to serve as Safe Auto's agent in securing a settlement of and a release of Valdez and Safe Auto from the LaRue claims for the bodily injury limits of the Safe Auto Policy.

72. Beginning on August 20, 2021, a principal/agent relationship existed between Safe Auto and Defendant Lewis Brisbois and Defendant Renee Mortimer.

73. Alternatively, Safe Auto was a beneficiary of Defendant Lewis Brisbois and Defendant Renee Mortimer's legal services.

74. Defendant Lewis Brisbois and Defendant Renee Mortimer knew or should have known that the failure to secure a settlement of the LaRue claims would lead to disastrous financial consequences for Safe Auto and Valdez.

75. Defendant Lewis Brisbois and Defendant Renee Mortimer accepted compensation as part of its agreement to serve as Safe Auto's agent to secure a settlement of and a release of Valdez and Safe Auto from the LaRue claims for the bodily injury limits of the Safe Auto Policy.

76. Defendant Lewis Brisbois and Defendant Renee Mortimer owed a duty of ordinary care to secure a settlement of and a release of Valdez and Safe Auto from the LaRue claims for the bodily injury limits of the Safe Auto Policy.

77. Defendant Lewis Brisbois and Defendant Renee Mortimer breached its duty in or more of the following ways:

- a. Failing to secure a settlement of LaRue's claims against Jaime Valdez before September 9, 2021;
- b. Failing to contact representatives of LaRue prior to September 9, 2021 to accept the July 2, 2021, settlement offer;

- c. Failing to take any action to seek approval of a settlement of LaRue's claims against Jaime Valdez;
- d. Disregarding instructions from Safe Auto to accept the July 2, 2021, settlement offer;
- e. Failing to secure a release of Jaime Valdez;
- f. Recommending that Safe Auto interplead the bodily injury liability limits of the Safe Auto Policy when doing so was contrary to Safe Auto interests and would have exposed Safe Auto to further liability;
- g. Failing to recognize or ignoring that Jaime Valdez and by extension Safe Auto was exposed to a multi-million dollar judgment if a settlement offer was not promptly accepted;
- h. For such other reasons as will be revealed as discovery progresses.

78. As a direct and proximate result of Defendant Lewis Brisbois's and Defendant Renee Mortimer's breach, a settlement of the LaRue claims was not reached for the bodily injury liability limits of the Safe Auto Policy, a judgment was entered against Valdez in the Underlying Lawsuit in the amount of \$5,000,000, Safe Auto was required to pay \$2,475,000 more than the bodily injury limits of the Safe Auto Policy as well as additional funds to defend itself and Valdez in the Underlying Lawsuit.

79. But for Defendant Lewis Brisbois and Defendant Renee Mortimer's failure to exercise ordinary care, LaRue's claims against Valdez would have been settled for \$25,000.00, Safe Auto would not have been required to pay \$2,475,000 in excess of the \$25,000 bodily injury liability limit of the Safe Auto Policy, and Safe Auto would not have been required to expend funds defending itself and Valdez in the Underlying Lawsuit.

80. Defendant Lewis Brisbois is vicariously responsible for the acts and omissions of its agents, representatives and partners, including those of Defendant Renee Mortimer.

WHEREFORE Plaintiff Safe Auto prays for judgment against Defendant Lewis Brisbois and Defendant Renee Mortimer in an amount which is fair and reasonable, in excess of Seventy-Five

Thousand Dollars (\$75,000), together with his costs herein incurred and expended and for such other relief as the Court deems just and proper.

COUNT III – BREACH OF FIDUCIARY DUTY
(Valdez v. Defendants)

81. Plaintiff Valdez realleges and incorporates paragraphs 1 through 80 as if fully set forth herein.

82. Under the terms of the Safe Auto Policy, Safe Auto was given authority to secure counsel to represent the interest of Valdez in the defense of the LaRue claims against Valdez.

83. Pursuant to this authority, Safe Auto selected Defendant Lewis Brisbois and Defendant Renee Mortimer to represent the interests of Valdez for the LaRue claims.

84. Prior to August 20, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer had an ongoing business relationship with Safe Auto in which Defendants would serve as counsel for Safe Auto and Safe Auto's insureds for claims arising out of automobile collisions.

85. Through this ongoing business relationship, Defendant Lewis Brisbois and Defendant Renee Mortimer would represent the interest of Safe Auto and its insureds for claims arising out of automobile collisions.

86. By August 20, 2021, Defendant Lewis Brisbois and Defendant Renee Mortimer entered into a fiduciary relationship with Valdez concerning the resolution of the LaRue claims against Valdez and Safe Auto.

87. On behalf of Valdez, Safe Auto placed special trust and confidence in Defendant Lewis Brisbois and Defendant Renee Mortimer to secure a settlement and release of Valdez and Safe Auto from the LaRue claims.

88. Defendant Lewis Brisbois and Defendant Renee Mortimer owed a duty to Valdez to act with care, good faith and loyalty to advance the interest of Valdez in securing a settlement and

release of Valdez and Safe Auto from the LaRue claims for the payment of the \$25,000 bodily injury limits of the Safe Auto Policy.

89. Defendant Lewis Brisbois and Defendant Renee Mortimer breached its fiduciary duties by:

- a. Failing to secure a settlement of LaRue's claims against Jaime Valdez before September 9, 2021;
- b. Failing to contact representatives of LaRue prior to September 9, 2021 to accept the July 2, 2021, settlement offer;
- c. Failing to take any action to seek approval of a settlement of LaRue's claims against Jaime Valdez;
- d. Disregarding instructions from Safe Auto to accept the July 2, 2021, settlement offer;
- e. Failing to secure a release of Jaime Valdez;
- f. Recommending that Safe Auto interplead the bodily injury liability limits of the Safe Auto Policy when doing so was contrary to Valdez's interests and would have left Valdez without funds for a defense of the Underlying Lawsuit;
- g. Wrongfully recommending that Safe Auto interplead the bodily injury limits of the Safe Auto Policy in an effort to advance the interests of Safe Auto at the expense of Valdez;
- h. Failing to recognize or ignoring that Jaime Valdez was exposed to a multi-million dollar judgment if a settlement offer was not promptly accepted;
- i. For such other reasons as may be determined as discovery progresses.

90. As a direct and proximate result of Defendant Lewis Brisbois' and Defendant Renee Mortimer's failure to exercise ordinary care, a \$5,000,000 judgment has been entered against Valdez in the Underlying Lawsuit, and he was subjected to emotional distress of being forced to participate in litigation in the Underlying Lawsuit.

91. But for Defendant Lewis Brisbois' and Defendant Renee Mortimer's failure to exercise ordinary care, LaRue's claims against Valdez would have been settled for \$25,000.00, all of which would be paid by Safe Auto, and the Underlying Lawsuit would not have been filed.

92. Defendant Lewis Brisbois is directly and vicariously responsible for the acts and omissions of its agents, representatives and partners, including those of Defendant Renee Mortimer.

WHEREFORE Plaintiff Valdez prays for judgment against Defendant Lewis Brisbois and Defendant Renee Mortimer in an amount which is fair and reasonable, in excess of Seventy Five Thousand Dollars (\$75,000), together with his costs herein incurred and expended and for such other relief as the Court deems just and proper.

COUNT IV – IMPLIED INDEMNITY / CONTRIBUTION

(Safe Auto vs. Defendants)

93. Plaintiff Valdez realleges and incorporates paragraphs 1 through 92 as if fully set forth herein.

94. Safe Auto selected and retained Defendant Lewis Brisbois and Defendant Renee Mortimer to settle Owen Larue's claim against Jaime Valdez for the \$25,000 contractual limit of liability in the Safe Auto Policy.

95. Safe Auto, which was and is without fault, paid \$2,475,000.00 in excess of its \$25,000 contractual limit of coverage due to Defendant Lewis Brisbois and Defendant Renee Mortimer's tortious acts and omissions in their legal services which resulted in the settlement opportunity within the \$25,000 contractual limit of coverage provided in the Safe Auto Policy, by:

- a. Failing to secure a settlement of LaRue's claims against Jaime Valdez before September 9, 2021;
- b. Failing to contact representatives of LaRue prior to September 9, 2021 to accept the July 2, 2021, settlement offer;

- c. Failing to take any action to seek approval of a settlement of LaRue's claims against Jaime Valdez;
- d. Disregarding instructions from Safe Auto to accept the July 2, 2021, settlement offer;
- e. Failing to secure a release of Jaime Valdez;
- f. Recommending that Safe Auto interplead the bodily injury liability limits of the Safe Auto Policy when doing so was contrary to Valdez's interests and would have left Valdez without funds for a defense of the Underlying Lawsuit;
- g. Wrongfully recommending that Safe Auto interplead the bodily injury limits of the Safe Auto Policy in an effort to advance the interests of Safe Auto at the expense of Valdez;
- h. Failing to recognize or ignoring that Jaime Valdez was exposed to a multi-million dollar judgment if a settlement offer was not promptly accepted;
- i. For such other reasons as may be determined as discovery progresses.

96. Safe Auto is entitled to implied indemnity and/or contribution for the \$2,475,000.00 payment it made due to Defendant Lewis Brisbois and Defendant Renee Mortimer's tortious acts and omissions, as the \$2,475,000.00 amount paid in excess of its contractual obligations should have been paid by Defendant Lewis Brisbois and Defendant Renee Mortimer.

WHEREFORE Plaintiff Safe Auto prays for judgment against Defendant Lewis Brisbois and Defendant Renee Mortimer in an amount which is fair and reasonable, in excess of Seventy-Five Thousand Dollars (\$75,000), together with his costs herein incurred and expended and for such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby request a trial by jury on all issues.

Respectfully submitted,

PRESLEY & PRESLEY, LLC

/s/ Matthew A McCoy _____

Matthew A. McCoy KS #29727
4801 Main Street, Suite 375
Kansas City, MO 64112
Phone: (816) 931-4611
Fax: (816) 931-4646
Email: kirk@presleyandpresley.com
matthew@presleyandpresley.com

FRANKE SCHULTZ & MULLEN, P.C.

/s/ Christopher M. Harper _____

CHRISTOPHER M. HARPER KS #23273
GEORGE R. LEWIS KS #28785
8900 Ward Parkway
Kansas City, MO 64114
Phone: (816) 421-7100
Fax: (816) 421-7915
Email: charper@fsmlawfirm.com
glewis@fsmlawfirm.com

EXHIBIT

A



ALM | LAW.COM RADAR

KANSAS

PERSONAL AUTOMOBILE POLICY

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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KANSAS MOTOR VEHICLE POLICY

If **you** pay **your** premium on time, **we** will provide the insurance described in this policy, subject to all of its terms, conditions and exclusions, and up to the Limits of Liability described herein and shown on the **declarations page**. **Your** policy consists of this policy contract, **your** insurance application, the **declarations page**, and all endorsements to this policy.

DUTIES IN CASE OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must report each **accident** or **loss** arising out of the ownership, maintenance or use of a **vehicle**, for which coverage under this policy may apply, to **us** within twenty-four (24) hours or as soon as practicable by calling 1-800-SAFE-AUTO (1-800-723-3288) or 1-614-231-0200.

You or an insured person must report each accident or loss even if an insured person is not at fault for coverage under this policy to apply.

The following accident information should be reported as soon as it is obtained:

1. **your** or the insured's name;
2. time;
3. place;
4. circumstances of the **accident** or **loss** (for example, how the **accident** happened and weather conditions);
5. names and addresses of all persons involved;
6. names and addresses of any witnesses; and
7. the license plate numbers of the vehicles involved.

You or an insured person must also notify the police within twenty-four (24) hours or as soon as practicable if theft or vandalism occurs.

OTHER DUTIES

A person claiming coverage under this policy must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of any other insured or person claiming coverage (including **you**), at such times as **we** reasonably require and as often as **we** may require;
4. call to notify **us** about any claim or lawsuit and promptly send **us** any and all legal papers relating to any claim or lawsuit;
5. attend hearings and trials as **we** require;
6. take reasonable steps after a **loss** to protect the **covered vehicle**, or any other **vehicle** for which coverage is sought, from further **loss**. **We** will pay

reasonable expenses incurred in providing that protection. If **you** fail to do so, any further damages will not be covered under this policy;

7. allow **us** to inspect and appraise the damage to a **covered vehicle** or **non-owned vehicle** before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
9. authorize **us** to obtain documents **we** request and permit **us** to make copies.

DEFINITIONS

Except as otherwise defined in this policy, terms appearing in boldface have the following meaning:

"Accident" means a sudden, unexpected, undesigned and unintended event arising out of the ownership, maintenance or use of a motor vehicle.

"Actual cash value" means the amount which it would cost to repair or replace damaged property with material of the like kind and quality, less allowance for physical deterioration and depreciation.

"Bodily injury" means bodily injury to a person caused by an **accident**, including, sickness, disease, or death that results from it.

"Business use" means **your** use of a **covered vehicle** to convey **you**:

1. from one location to another;
2. during and in the course and scope of **your** employment; and
3. at the direction of **your** employer.

Business use includes only **your** use of a **covered vehicle**:

1. for consumer oriented sales, service or direct home sales;
2. to visit multiple locations without the transportation of clients or patients;
3. for regular business-related errands; or
4. to transport tools or other materials used in a trade or business if:
 - a. no more than three (3) job sites are visited per day; or
 - b. there is no hauling of explosives, chemicals or flammable materials.

Business use does not include **your** use of a **covered vehicle** for the following activities:

1. the transport of persons or property for a fee. This includes, but is not limited to:
 - a. limousine;
 - b. taxi;
 - c. livery services; and
 - d. the pickup or delivery of goods



- including delivery of magazines, newspapers, food, or any other products.
- 2. the transport of people. This includes, but is not limited to:
 - a. school children;
 - b. medical patients;
 - c. clients;
 - d. migrant workers; and
 - e. hotel/motel guests during and in the course of **your** employment;
- 3. snow removal; or
- 4. any other commercial purpose not expressly set forth in the definition of **business use**.

This policy is intended to cover the following activities regardless of whether **you** purchase **business use** coverage:

1. shared-expense car pools; or
2. commuting to and from **your** place of employment.

“Covered vehicle” means:

1. any **vehicle** shown on the **declarations page**, unless **you** asked **us** to delete that **vehicle** from the policy;
2. any **temporary substitute motor vehicle** except that Comprehensive Coverage under Part V – Physical Damage Coverage does not apply to any **temporary substitute motor vehicle**.
3. any additional **vehicle** that does not permanently replace a **vehicle** shown on the **declarations page** on the date **you** become the **owner** if:
 - a. **you** acquire the **vehicle** during the policy period shown on the **declarations page**;
 - b. **we** insure all **vehicles you own**;
 - c. no other insurance policy provides coverage for that **vehicle**;
 - d. **you** pay any additional premium due; and
 - e. **you** ask **us** to insure this additional **vehicle** within thirty (30) days after **you** become the **owner**.

Part V - Physical Damage Coverage does not apply to any additional **vehicle you** acquire unless specifically requested by the **named insured** before a **loss** involving such **vehicle**. **We** will provide coverage, other than coverage under Part V - Physical Damage Coverage, for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless, within this period, **you** ask **us** to insure the **vehicle**; and

4. any permanent replacement **vehicle** on the date **you** become the **owner** if:
 - a. **you** acquire the **vehicle** during the policy period shown on the **declarations page**;
 - b. the **vehicle** that **you** acquire permanently replaces one shown on the **declarations page**;

- c. no other insurance policy provides coverage for that **vehicle**; and
- d. **you** ask **us** to insure this permanent replacement **vehicle** within thirty (30) days after **you** become the **owner**.

If the **vehicle** that **you** acquire permanently replaces one shown on the **declarations page**, it will have the same coverage as the **vehicle** it replaces. **You** must ask **us** to insure a replacement **vehicle** within thirty (30) days after **you** become the **owner**. If the **vehicle** replaced did not have coverage under Part V – Physical Damage Coverage, **you** may add such coverage for the replacement **vehicle**. However, if **you** add coverage under Part V – Physical Damage Coverage, it will not become effective until after **you** ask **us** to add the coverage.

“Custom parts or equipment” means equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

1. are permanently installed or attached; and
2. alter the appearance or performance of a **vehicle**.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in a **covered vehicle** using bolts or brackets, including slide-out brackets.

“Declarations page” means the document identified by **us** as the **declarations page** listing:

1. the policy period;
2. the types of coverage **you** selected;
3. the limit for each coverage;
4. the cost for each coverage;
5. the specified **vehicles** covered by this policy;
6. the types of coverage for each such **vehicle**; and
7. other information applicable to this policy.

“Loss” – except where used in PART II – PERSONAL INJURY PROTECTION COVERAGE, **“loss”** means sudden, direct, and accidental loss or damage.

“Named insured” means the specifically named person with whom **we** entered into this contract of insurance. The **named insured** is the first person designated on our **declarations page**. The **named insured** does not include the spouse of the **named insured**.

“Non-owned vehicle” means any **vehicle** that is not **owned** by **you**, a **relative**, a **resident** of **your** household, the spouse of the **named insured** even if not residing in the same household as the **named insured**, or anyone listed on the **declarations page** as an additional insured, and not furnished to or available for the regular use of **you**, a **resident**, or any **relative**. A **vehicle** rented from a car rental agency or garage is not considered a **non-owned vehicle**.

“Occupying” means in or upon. A person who is not in physical contact with a vehicle is not **occupying** that vehicle.

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"Owned" means the person:

1. holds legal title to the **vehicle**;
2. has legal possession of the **vehicle** subject to a written security agreement with an original term of six (6) months or more; or
3. has legal possession of the **vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.

"Owner" means any person who:

1. holds legal title to the **vehicle**;
2. has legal possession of the **vehicle** subject to a written security agreement with an original term of six (6) months or more; or
3. has legal possession of the **vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.

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

"Relative" means a **resident** of **your** household who is related to **you** by blood, marriage, or adoption, including a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will be considered **residents** if they intend to continue to reside in **your** household.

"Resident" means:

1. any person who lives in **your** household for longer than thirty (30) consecutive days; and
2. **relatives** for whom **your** household is their primary residence.

"Temporary substitute motor vehicle" means any **vehicle** that is not **owned** by **you** or the person operating it loaned, with or without consideration, and used with the permission of the **owner** as a temporary replacement vehicle while a **covered vehicle** is out of use because of breakdown, repair, or servicing. The **temporary substitute motor vehicle** must be loaned by a person, firm, or corporation engaged in the business of renting, selling, repairing, or servicing motor vehicles.

"Trailer" means a non-self-propelled, wheeled, mobile unit designed to be towed on public roads by a **vehicle**. It includes a farm wagon or farm implement while being towed by a **vehicle**. It does not include a mobile home, manufactured home or a trailer that:

1. is used for any **business use**;
2. is used as a primary residence;
3. is used as a premises for office, store, or display purposes; or
4. is used as a passenger conveyance.

"Vehicle" means a self-propelled land motor vehicle:

1. which is a private passenger auto, pickup truck, or van;
2. designed for operation principally upon public highways;
3. with no more nor less than four (4) wheels; and

4. with a gross vehicle weight of 10,000 pounds or less.

However, **vehicle** does not include any kit car, step-van, parcel delivery van, cargo cutaway van, or other van with a cab separate from the cargo area. **Vehicle** also does not include a moped, motorcycle, motor-driven cycle or dirt bike. **Vehicle** also does not include any motor vehicle identified as an 'exempt vehicle' under KSA § 40-3105 or any successor statute.

"We", "us", and "our" mean Safe Auto Insurance Company.

"You" and "your" mean:

1. the person shown as the **named insured** on the **declarations page**; and
2. the spouse of the **named insured** if residing in the same household at the time of the **loss**.

PART I – LIABILITY TO OTHERS

INSURING AGREEMENT

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if **you** pay the premium for liability coverage, **we** will pay damages, other than punitive or exemplary damages, for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an **accident** arising out of the:

1. ownership, maintenance, use, loading or unloading of a **vehicle**; or
2. use of any **trailer** while attached to a:
 - a. **covered vehicle**; or
 - b. **non-owned vehicle** operated by an **insured person**.

As used in this PART I, "damages" do not include:

1. Punitive or exemplary damages;
2. Civil fines, penalties or forfeitures;
3. Criminal fines, penalties or forfeitures; or
4. Attorneys' fees.

Damages do include prejudgment interest awarded against an **insured person**, but only on that part of the judgment **we** pay, up to the policy limits. **We** will settle or defend, as **we** consider appropriate, any claim or suit for damages covered by this Part I. **Our** duty to settle or defend ends when **our** Limit of Liability for this coverage is paid.

ADDITIONAL DEFINITION

When used in this Part I, "**insured person**" or "**insured persons**" means:

1. **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured, with respect to an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle**;
2. any person with respect to an **accident** arising out of that person's use of a **covered vehicle** with the express or



implied permission of **you** or a **relative**; and

3. **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured, with respect to an **accident** arising out of the maintenance or use of a **non-owned vehicle** with the express or implied permission of the **owner** of the **vehicle**.

ADDITIONAL PAYMENTS

In addition to **our** Limit of Liability, **we** will pay for an **insured person**:

1. all expenses **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment in any suit **we** defend on the amount of the judgment up to policy limits. **Our** duty to pay interest ends when **we** offer to pay, or deposit in court, that portion of the judgment which does not exceed **our** Limit of Liability for this coverage. This does not apply if **we** were not given notice of the suit or the opportunity to defend an **insured person**;
3. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. reasonable expenses, including loss of earnings, up to \$50 a day, incurred at **our** request; and
5. up to \$250 for a bail bond required because of an **accident** resulting in **bodily injury** or **property damage** covered under this Part I. **We** have no duty to apply for or furnish this bond.

The Additional Payments provided for under this section shall not include any award of attorney's fees entered against an **insured person** under any statute, ordinance, regulation, judicial decision or contractual provision.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including **our** duty to defend, does not apply to:

1. punitive or exemplary damages;
2. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle or **trailer** while it is being used to carry persons or property for compensation or a fee. This exclusion does not apply to shared-expense car pools;
3. **bodily injury** or **property damage** arising out of an **accident** involving a motor vehicle or **trailer** while being used by a person while employed or engaged in the automobile business including the selling, leasing, repairing, parking, storing, servicing, delivering, parking or testing motor vehicles. This exclusion does not apply to **you**, a **relative**, any other person listed on the **declarations page** as an additional insured, or an agent, employer, employee, or partner of **you** or a **relative**, when using a **covered vehicle**;
4. **bodily injury** or **property damage** arising out of the use

of a **covered vehicle** while leased or rented to others. However, this exclusion does not apply to:

- a. the operation of a **covered vehicle** by **you** or a **relative**; or
 - b. shared expense car-pools;
5. **bodily injury** or **property damage** for which the United States government might be liable for the **insured person's** use of the motor vehicle;
 6. **property damage** to any property:
 - a. owned by;
 - b. rented to;
 - c. transported by;
 - d. used by; or
 - e. in the charge of an **insured person**.

This exclusion does not apply to a rented residence or a rented private garage damaged by a **covered vehicle**;

7. any obligation of an **insured person** or **us** under any type of workers' compensation or disability or similar law;
8. any liability assumed by an **insured person** under any contract or agreement;
9. **bodily injury** or **property damage** caused by an intentional act of the **insured person** or at the direction of the **insured person**;
10. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
11. **bodily injury** or **property damage** due to:
 - a. nuclear reaction; or
 - b. radiation;
12. **bodily injury** to an employee of an **insured person** arising out of and within the course of such employee's employment, except for domestic employees of an **insured person** if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
13. **bodily injury** to any fellow employee of an **insured person** arising out of and in the course of such employee's employment;
14. **bodily injury** or **property damage** resulting from the handling of property:
 - a. before it is moved from the place where it is accepted by the **insured person** for movement into or onto the **covered vehicle**; or
 - b. after it is moved from the **covered vehicle** to the place where it is finally delivered by the **insured person**;
15. **bodily injury** or **property damage** resulting from the movement of property by mechanical device, other than a hand truck, not attached to the **covered vehicle**; or
16. **bodily injury** or **property damage** caused by the dumping, discharge or escape of irritants, pollutants or

contaminants; however, this exclusion does not apply if the discharge is sudden and accidental.

LIMITS OF LIABILITY

The Limit of Liability shown on the **declarations page** for Bodily Injury Liability Coverage and Property Damage Liability Coverage is the most **we** will pay, exclusive of interest and costs, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. **vehicles** involved in the **accident**;
6. premiums paid;
7. claimants; or
8. policies.

Your **declarations page** shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all damages due to a **bodily injury** to one person resulting from any one **accident**; and
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**; and
3. the amount shown for **property damage** is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes legally liable as a result of any one **accident**.

The "each person" Limit of Liability includes the total of all claims made for **bodily injury** to a person and all claims of others derived from such **bodily injury**.

No one will be entitled to duplicate payments for the same elements of damages. Payment of any damages or expenses under this Part I shall be reduced by any payment for the same damages or expenses made under Part II – Personal Injury Protection Coverage or Part III – Uninsured/Underinsured Motorist Coverage of any policy issued by **us** to **you** or any **insured person**.

A **vehicle** and attached **trailer** are considered one **vehicle**. Therefore, the limits of liability will not increase for an **accident** involving a **vehicle** which has an attached **trailer**.

OTHER INSURANCE

If there is other applicable liability insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. If two or more vehicle liability policies apply to the same accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability. Any insurance **we** provide for a vehicle, other than a **covered vehicle**, will be excess over any other collectible insurance, self-insurance, or bond. Any insurance **we** provide for use of a **covered vehicle** by any person other than **you** will be excess over any other collectible

insurance, self-insurance or bond.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. If **we** certify the coverage provided under this Part I as proof of financial responsibility, **you** must reimburse **us** if **we** make a payment **we** would not otherwise have made but for the certification.

OUT-OF-STATE COVERAGE

If an **accident** to which this Part I applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada, in which **we** are licensed to write the type of insurance provided by this policy, other than the one in which a **covered vehicle** is principally garaged, and the state, province, territory or possession has:

1. a financial responsibility or similar law requiring minimum limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, this policy will provide the higher limit; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a **vehicle** in that state, province, territory or possession, this policy will provide the greater of:
 - a. the required minimum amounts and types of coverage; or
 - b. the Limits of Liability under this policy.

PART II – PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Personal Injury Protection, **we** will pay reasonable and necessary **covered expenses**, in accordance with the Kansas Automobile Injury Reparations Act, suffered through **bodily injury** sustained by an **insured person** in an **accident** arising out of the operation, maintenance, or use of a motor **vehicle** as a motor **vehicle**. However, **we** will not pay any claim for **covered expenses** made more than two (2) years from the date of the **bodily injury**.

ADDITIONAL DEFINITIONS

When used in this Part II:

"**Covered expenses**" means accrued economic loss consisting only of:

1. **Medical expenses**;
2. **Rehabilitation expenses**;
3. **Work loss**;
4. **Substitution expenses**;
5. **Funeral expenses**; and
6. **Survivors' loss**.

"**Funeral expenses**" means funeral,



cremation and burial expenses incurred, up to two thousand dollars (\$2,000) per individual.

"Insured motor vehicle" means a **vehicle owned** by the **named insured** and with respect to which:

1. the bodily injury liability insurance afforded by Part I of this policy applies;
2. a specific premium is charged for coverage under this Part II; and
3. the **named insured** is required or has elected to maintain security under the Kansas Automobile Injury Reparations Act.

"Insured Person" or **"insured persons"** means:

1. the **named insured** or a **relative** who sustains **bodily injury** in an **accident**:
 - a. while **occupying** a motor **vehicle**; or
 - b. when struck by a motor **vehicle** while not **occupying** a motor vehicle;
2. any other person who sustains **bodily injury** in an **accident** while **occupying** a **insured motor vehicle**, or when struck by a **insured motor vehicle** while not **occupying** a **insured motor vehicle**.

"Medical expenses" means reasonable expenses incurred for necessary health care rendered by practitioners licensed by the state board of healing arts to practice any branch of the healing arts or licensed psychologists, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital and nursing services up to four thousand five hundred dollars (\$4,500). **Medical expenses** also includes allowances for services recognized and permitted under the laws of Kansas for an injured person who relies upon spiritual means through prayer alone for healing in accordance with such person's religious beliefs. **Medical expenses** do not include the portion of any charge for a room in any hospital, clinic, nursing home or extended care facility in excess of the reasonable and customary charge for semi-private accommodations unless intensive care is medically required. **Medical expenses** shall not include **rehabilitation expenses**.

Monthly earnings means:

1. One-twelfth (1/12) of the annual earnings of an **insured person** who is regularly employed or regularly self-employed at the time the **bodily injury** is sustained; or
2. One-twelfth (1/12) of the anticipated annual earnings of an **insured person** who is not regularly employed or self-employed, or who is unemployed, at the time the **bodily injury** is sustained from the time such person could reasonably have expected to be so employed;

For the purpose of **survivors' loss**, **monthly earnings** shall include, in the case of a person who was a Social Security recipient or a retirement or pension benefit recipient, or both, at the time of such injured person's death, one-twelfth (1/12) of the annual amount of the difference between the annual amount of the Social Security benefits or the retirement benefits, or both, that such injured person was receiving at the time of such injured person's death and the annual amount of the

Social Security benefits or the retirement benefits, or both, that the **survivor** is receiving after the time of such injured person's death.

Anticipated annual earnings of an unemployed **insured person** who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five (5) years preceding the year of such person's **bodily injury**, during which such person was employed.

"Motor vehicle" means a self-propelled vehicle of a kind required to be registered in the State of Kansas, including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle. However, the term **motor vehicle** does not include a motorized bicycle or any vehicle designed mainly for use off public roads while not upon public roads.

"Rehabilitation expenses" means all reasonable expenses incurred, up to four thousand five hundred dollars (\$4,500), for necessary psychiatric or psychological services, occupational therapy and such occupational training and retraining as may be reasonably necessary to enable the **insured person** to obtain suitable employment. **Rehabilitation expenses** do not include **medical expenses**.

"Relative" means a spouse or any other person related to the **named insured** by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the **named insured**, or who usually makes their home in the same household but temporarily lives elsewhere.

"Substitution expenses" means appropriate and reasonable expenses of up to twenty-five dollars (\$25) per day incurred by an **insured person** during the 365 days following the date expenses were first incurred, for ordinary and necessary services in lieu of those that, but for the **bodily injury**, the **insured person** would have performed for the benefit of such person or such person's family.

"Survivor" or **"survivors"** mean the surviving spouse of a deceased **insured person**, and the deceased **insured person's** surviving children under 18 years of age, where death of the **insured person** resulted from **bodily injury** sustained in a motor vehicle **accident** for which this coverage applies.

"Survivors' loss" means the total allowance to all **survivors** for:

1. Loss of the deceased **insured person's monthly earnings** after the death of that **insured person**, not to exceed nine hundred dollars (\$900) per month for up to twelve (12) months, reduced by the number of months the injured **insured person** received **work loss** benefits prior to such person's death; and
2. **Substitution expenses** at a rate of twenty-five dollars (\$25) per day incurred after the death of the **insured person**, reduced by the amount of any expenses avoided because of such person's death.

"Work loss" means loss during the **insured person's** lifetime of **monthly earnings** due to an **insured person's** inability to engage in available and appropriate gainful activity due to **bodily injury** sustained in a motor vehicle **accident** for which this coverage under this Part II applies,

reduced by any income from work actually performed by the **insured person**. Payment for **work loss**:

1. shall be limited to eighty-five percent (85%) of any such **work loss** unless such amount payable is deemed includable in gross income for federal income tax purposes; and
2. the maximum amount payable will be nine hundred dollars (\$900) per month not to exceed one (1) year.

“**Workmen’s Compensation Law**” means the Workmen’s Compensation Act of Kansas, the United States Longshoremen’s and Harbor Workers’ Compensation Act, the Federal Employer Liability Acts, and any similar state or federal law.

“**You**” and “**your**” mean the person shown as the **named insured** on the **declarations page**.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

Coverage under this Part II does not apply to **bodily injury** sustained by:

1. the **named insured** or any **relative** while **occupying** any **motor vehicle owned** by the **named insured** which is not an **insured motor vehicle**;
2. any person operating the **insured motor vehicle** without the express or implied permission of the **named insured**;
3. any person:
 - a. who intentionally causes such **bodily injury**;
 - b. who is an intentional converter of a **motor vehicle** at the time such **bodily injury** is sustained;
 - c. who is injured as a result of conduct while engaged in the business of repairing, servicing or otherwise maintaining **motor vehicles**, unless such conduct occurred off of the business premises; or
 - d. who is injured while loading or unloading a motor vehicle, unless the **bodily injury** occurred while **occupying**, entering into or alighting from such **motor vehicle**;
4. any person, other than the **named insured**, who is the **owner** of a **motor vehicle** with respect to which security is required under the Kansas Automobile Injury Reparations Act; or
5. any person who is not a resident of Kansas, other than the **named insured** or a **relative**, if not **occupying** an **insured motor vehicle**.

LIMITS OF LIABILITY

The Limit of Liability shown in the **declarations page** for Personal Injury Protection Coverage is the most **we** will pay for **bodily injury** incurred by each **insured person** arising out of any one **motor vehicle accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;

3. **insured persons**;
4. lawsuits brought;
5. **vehicles** involved in the **accident**;
6. premiums paid;
7. claimants; or
8. policies.

The Limit of Liability under this Part II with respect to **covered expenses** due for **bodily injury** sustained by any one person in any one **motor vehicle accident** shall not exceed the minimum amount specified by law.

Any amount payable under this Part II shall be reduced by all amounts paid or payable under **Workmen’s Compensation Law** or similar law. If **we** make any payment for **covered loss** for which benefits are thereafter received under any **Workmen’s Compensation Law** by the **insured person**, that person must hold the payment in trust for **us** and reimburse **us** to the extent of **our** payment.

No one will be entitled to duplicate payments for the same expenses.

OTHER INSURANCE

If two or more insurers or self-insurers are liable to pay personal injury protection benefits for the same **bodily injury** to any one **insured person**, the maximum amount payable under all applicable policies shall be the highest limit of any one policy providing such personal injury protection. **We** will pay only **our** share of the damages. **Our** share is the proportion that **our** Limit of Liability bears to the total of all available coverage limits.

If **you** or a **relative** sustains **bodily injury** while **occupying**, or when struck by, a **motor vehicle**, other than the **insured motor vehicle**, any coverage provided by this policy shall be excess to any coverage provided by the policy covering such **motor vehicle**.

Personal injury protection coverage shall be provided in accordance with the following priorities:

1. The policy providing coverage for any vehicle **owned** by the **insured person**;
2. The policy providing coverage for the vehicle the **insured person** was **occupying** or was struck by;
3. The policy providing coverage for **your covered vehicle** for **bodily injury** sustained by a **relative** who is not a named insured under another policy, while:
 - a. **occupying**; or
 - b. struck by;any motor vehicle outside of Kansas.



TERRITORY RESTRICTION

Coverage under this Part II – Personal Injury Protection Coverage does not apply to any **insured person**, other than **you** or a **relative**, who sustains **bodily injury** in an **accident** that occurs outside of the State of Kansas.

PROOF OF CLAIM

Written proof of any claim under this Part II – Personal Injury Protection Coverage must include the nature and extent of the **bodily injury**, medical reports, treatment and rehabilitation received and contemplated, and such other information as may assist **us** in determining the amount due and payable.

PART III – UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT – UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

Subject to the terms, conditions and exclusions of this policy, and the Limits of Liability, if **you** pay the premium for Uninsured/Underinsured Motorist Bodily Injury Coverage, **we** will pay damages, other than punitive or exemplary damages, which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by **accident**; and
3. arising out of the ownership, maintenance, or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

Any judgment or settlement for damages against an operator or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle** which arises out of a lawsuit brought without **our** written consent is not binding on **us**.

If an **insured person**, or in the case of death of an **insured person**, the personal representative of the estate of the **insured person**, agrees to settle a claim with the liability insurer(s) of an **underinsured motorist** and the proposed settlement would create an Underinsured Motorist Bodily Injury Claim, then such **insured person** or personal representative must comply in full with all requirements of KSA § 40-284.

Determination as to whether an **insured person** is legally entitled to recover damages and as to the amount of damages will be made by agreement between the **insured person** and **us**.

As used in this PART III “damages” do not include:

1. Punitive or exemplary damages;
2. Civil fines, penalties or forfeitures;
3. Criminal fines, penalties or forfeitures; or
4. Attorneys’ fees.

ADDITIONAL DEFINITIONS

When used in this Part III:

“**Insured person**” and “**insured persons**” mean:

1. **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured, with respect to an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle**;
2. any person with respect to an **accident** arising out of that person’s use of a **covered vehicle** with the express or implied permission of **you** or a **relative**; and
3. **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured, with respect to an **accident** arising out of the maintenance or use of a **non-owned vehicle** with the express or implied permission of the **owner** of the **vehicle**.

“**Underinsured motor vehicle**” means a land motor vehicle or trailer of any type to which a **bodily injury** liability policy or bond applies at the time of the **accident**, but:

1. its limit of liability for **bodily injury** is less than the coverage limit for Underinsured Motorist Coverage shown on the **declarations page**; or
2. the amount available for **bodily injury** to the **insured person** from the applicable liability policy or bond, after payment to other persons who sustained **bodily injury** in the **accident**, is less than the limit of liability for Underinsured Motorist Coverage shown on **your declarations page**.

An **underinsured motor vehicle** does not include a **covered vehicle** or any vehicle or equipment:

1. **owned** by **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured, or furnished or available for the regular use of **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured;
2. **owned** by any governmental unit or agency;
3. **owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent within two (2) years of the **accident**;
4. operated on rails or crawler treads;
5. designed mainly for use off public roads or while not on public roads;
6. that is an all-terrain vehicle not designed for use upon a highway;
7. while used as a residence or premises;
8. that is a **covered vehicle**;
9. shown on the **declarations page** of this policy;
10. not required to be registered as a **motor vehicle**;
11. which is a **non-owned** vehicle for which coverage is provided under Part I – Liability To Others; or
12. that is an **uninsured motor vehicle**.

“**Uninsured motor vehicle**” means a land **motor vehicle** or

trailer:

1. that is not covered by any **bodily injury** liability bond or policy at the time of the **accident**;
2. to which a bodily injury liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - a. other than Safe Auto Insurance Company, denies coverage; or
 - b. is or becomes insolvent within two (2) years of the date of the **accident**; or
3. to which a bodily injury liability bond or policy applies at the time of the **accident**, but its limits of liability are less than the minimum limits required by the Kansas Automobile Injury Reparations Act; or
4. that is a hit-and-run vehicle whose operator or **owner** cannot be identified and which causes an **accident** resulting in **bodily injury** to an **insured person**, provided that the **insured person**, or someone on his or her behalf, reports the **accident** to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **accident**. If there is no evidence of physical contact with the hit-and-run vehicle, **we** shall not pay for **bodily injury** caused by the vehicle unless there is reliable competent evidence to prove the facts of the **accident** from a disinterested witness not making a claim under this coverage.

An **uninsured motor vehicle** does not include a hit-and-run vehicle, any unidentified motorist or unidentified motor vehicle, or any motorized vehicle or equipment:

1. **owned** by **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured, or furnished or available for the regular use of **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured;
2. **owned** or operated by a self-insurer under any applicable vehicle law, except a self-insurer that 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;
6. while used as a residence or premises;
7. shown on the **declarations page** of this policy;
8. which is a **non-owned vehicle** for which coverage is provided under Part I – Liability To Others;
9. that is an **underinsured motor vehicle**; or
10. that is an all-terrain vehicle not designed for use upon a highway.

**ADDITIONAL DUTIES FOR PART III –
UNINSURED/UNDERINSURED MOTORIST COVERAGE**

A person seeking Uninsured/Underinsured Motorist Coverage must also:

1. Notify the police within twenty-four (24) hours or as soon

as practical after the **accident** if a hit-and-run driver is involved and file a police report. **You** must report the **accident** to **us** within seventy-two (72) hours of the **accident**. If there was no physical contact with the hit-and-run vehicle, the **insured** who claims injury or damage must provide corroborating evidence of the existence of the hit-and-run vehicle from a witness other than:

- a. an **insured** who is making a claim; or
 - b. any other person who has an uninsured motorist claim as a result of the **accident**;
2. Send **us** copies of any complaint or other legal papers if a lawsuit is commenced;
 3. Notify **us** in writing by certified mail of any offer of settlement between the **insured** and the **owner, operator**, and/or insurer of an **underinsured motor vehicle**. Such written notice shall include documentation of lost wages, copies of all medical bills, and written authorization to obtain reports from all employers and medical providers; and
 4. Allow **us** sixty (60) days after **our** receipt of notice of an offer of settlement to advance payment to the **insured** in an amount equal to the offer in order to preserve all rights against the **owner, operator**, and/or insurer of the **underinsured motor vehicle**.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

Coverage under this Part III does not apply:

1. to **bodily injury** sustained by any person while using or **occupying**, or when struck by, a vehicle or trailer that is **owned** by or available for the regular use of **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured. This exclusion does not apply to a **covered vehicle**;
2. to **bodily injury** sustained when the uninsured motor vehicle is **owned** by any self-insurer or any governmental unit or agency;
3. when there is no evidence of physical contact with the uninsured motor vehicle and when there is no reliable competent evidence to prove the facts of the **accident** from a disinterested witness not making a claim under this policy;
4. to **bodily injury** sustained while using or **occupying** any **covered vehicle** without the express or implied permission of the **owner** of the vehicle;
5. to **bodily injury** sustained by any person:
 - a. if that person or the legal representative of that person settles without **our** written consent; or
 - b. If that person or the legal representative of that person files a lawsuit against the uninsured or underinsured motorist without notice to **us**;
6. to the extent workers' compensation



benefits apply; or

7. to the extent personal injury protection benefits apply.

LIMITS OF LIABILITY

The Limit of Liability shown on the **declarations page** for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Part III shall be limited to the extent that the total limits cannot exceed the highest limit of any single applicable policy, regardless the number of:

1. policies involved;
2. **insured persons**;
3. **claims made**;
4. vehicles or premiums shown on the **declarations page**;
5. vehicles involved in the **accident**; or
6. premiums paid.

Regardless of the number of premiums paid, coverage available under this Part III may not be added, combined, or stacked together to determine the limits of liability available for any one **accident**.

If multiple auto policies issued by **us** are in effect for **you**, or for any **insured person**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

Your declarations page shows a split limit. This means:

1. the amount shown for "each person" is the most **we** will pay for all damages due to a **bodily injury** to one person; and
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**;

In determining the amount payable under this Part III, the amount of damages which an **insured person** is entitled to recover shall be reduced by all sums:

1. paid because of **bodily injury** by or on behalf of any persons or organizations who may be legally responsible;
2. paid because of **bodily injury** under Part I – Liability To Others;
3. paid or payable under Part II - Personal Injury Protection Coverage; and
4. paid or payable because of **bodily injury** under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law.

Any judgment or settlement for damages against an operator or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle** which arises out of a lawsuit brought without **our** written consent is not binding on **us**.

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

TRUST AGREEMENT

When **we** pay damages under this coverage, the **insured person** or their legal representative must agree in writing to:

1. repay **us** out of any damages recovered from anyone responsible for the injuries; and
2. hold in trust and preserve for **us** all rights of recovery.

At **our** request, the **insured person** must take any necessary action to recover the payments **we** make under this coverage. The **insured person** must do so in their own name and through a representative **we** select. Any payments made under this coverage and recovered from the at-fault party must be repaid to **us**. Expenses of recovery will be repaid to **us** out of any damages recovered.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** Limit of Liability bears to the total of all available coverage limits. Any insurance **we** provide with respect to an **accident** when an **insured person** is **occupying a vehicle** that is not a **covered vehicle** shall be excess over any other uninsured or underinsured motorist coverage.

Regardless of the number of policies involved, persons covered, claims made, vehicles or premiums shown on the policy or premiums paid or vehicles involved in the accident, coverage under this Part III shall be limited to the extent that the total limits available cannot exceed the highest limits of any single applicable policy.

We will not pay for any damages which would duplicate any payment made for the same damages under other insurance.

PART IV – PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT- COLLISION COVERAGE

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if you pay the premium for Collision Coverage, we will pay for a collision loss to a covered vehicle for which Collision Coverage has been purchased when it overturns or is in a collision with another object.

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if **you** pay a premium for Comprehensive Coverage, **we** will pay for comprehensive **loss** to a **covered vehicle**, other than a **temporary substitute motor vehicle**, for which Comprehensive Coverage has been purchased.

A comprehensive **loss** is a **loss** to a **covered vehicle** caused by any event other than collision, including, but not limited to, any of the following:

1. contact with an animal;
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, water, hail, or flood.

If **you** pay a premium for Comprehensive Coverage under this policy, **we** will pay **you** up to \$10 per day, but not more than a total of \$300 per **loss** for reasonable transportation expenses incurred by **you** if a **covered vehicle** is stolen.

Transportation expenses coverage begins forty-eight (48) hours after **you** report the theft to **us**, and ends the earlier of when the **covered vehicle** has been:

1. recovered and returned to **you** or its **owner**; or
2. recovered, repaired or replaced.

However, if the **covered vehicle** is deemed by **us** to be a **total loss** or unrecoverable, transportation expenses coverage ends forty-eight (48) hours after **we** make an offer to pay the applicable Limit of Liability under this Part IV.

You must provide **us** written proof of **your** transportation expenses and damages.

If **we** can pay the **loss** under either Comprehensive or Collision Coverage, **we** will pay under the coverage where **you** collect the most.

STORAGE

In the event **your covered vehicle** is towed to a location where **you** are incurring storage charges as the result of a covered comprehensive or collision loss, **we** will pay up to \$15.00 per day, not to exceed \$90.00 for all of the storage charges if and only if **you** fully cooperate with **us** in arranging for the immediate release of **your covered vehicle**.

ADDITIONAL DEFINITIONS

When used in this Part IV:

"Total Loss" means:

1. the theft of the **covered vehicle** if the **covered vehicle** is not recovered within thirty (30) days; or
2. any other **loss** to the **covered vehicle** to the extent that the total cost of repair is seventy-five percent (75%) or more of the fair market value of the **covered vehicle**

immediately preceding the time it was wrecked or damaged.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV does not apply:

1. for comprehensive **loss** to a **temporary substitute motor vehicle**;
2. to any **loss** sustained while a **covered vehicle** is being operated by a person;
 - a. who is not a licensed driver;
 - b. who is without a valid driver license;
 - c. whose driver license is expired, revoked or suspended;
 - d. who is in violation of any condition of their driving privileges; or
 - e. who is without privileges to drive for any reason;
3. for **loss** to a **covered vehicle**:
 - a. being used to carry persons or property for compensation or a fee. This exclusion does not apply to shared-expense car pools;
 - b. while rented or leased to another. This exclusion does not apply to the operation of a **covered vehicle** by **you**, a **relative**, or any other person listed on the **declarations page** as an additional insured;
 - c. being used in the course of any business or employment, unless **you** paid a specific premium for **business use** coverage;
 - d. being used as a residence or premises;
 - e. being used to pull a mobile home, manufactured home, recreational vehicle or **trailer** which is used as an office, store, display;
 - f. being used for the transportation of any explosive substance, flammable liquid or similarly hazardous material;
 - g. being operated by a **resident** of **your** household, other than a **relative**, or by a regular user of the **vehicle** unless that person is listed as an additional insured on the **declarations page**;
 - h. resulting from any pre-arranged or organized:
 - i. racing;
 - ii. speed;
 - iii. demolition contest;
 - iv. stunting activity; or
 - v. in practice or preparation for any such contest or activity;
 - i. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear



reaction, radiation, radioactive contamination, or any consequence of any of these;

- j. for which insurance is afforded under an atomic or nuclear energy liability insurance contract or would be afforded under an atomic or nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability. The reason for this is that by law such policies protect all persons involved in the **accident**, regardless of fault;
 - k. for which the United States Government is liable under the Federal Tort Claims Act;
 - l. which occurs while a **covered vehicle** is towing another vehicle;
 - m. being used without the **owner's** permission, or outside the scope of that permission, or by any person who does not have a reasonable belief of being entitled to do so. This does not apply to theft of a **covered vehicle**;
4. for **loss** to a **covered vehicle**, while being used or driven by a person while employed or engaged in the business of:
- a. selling;
 - b. leasing;
 - c. repairing;
 - d. parking;
 - e. storing;
 - f. servicing;
 - g. delivering; or
 - h. testing vehicles;

However, this exclusion does not apply to **you**, a **relative**, any person listed on the **declarations page** as an additional insured, or their agent or employee, when using a **covered vehicle**;

5. for **loss** arising out of the ownership, maintenance or use of a vehicle while it is:
- a. being used to flee or elude law enforcement official(s);
 - b. being used in any criminal trade or transportation;
 - c. used in the commission of any felony; or
 - d. seized by federal or state law enforcement officers as evidence in a case against an insured person under the federal Controlled Substances Act, 21 U.S.C. Chapter 13, Section 801 et seq.

This exclusion applies only if the person operating the vehicle is actually charged with, or convicted of, a crime;

6. for **loss** to a **covered vehicle**, caused by an intentional act of **you**, a **relative**, or any person listed on the **declarations page** as an additional insured, or at the direction of **you**, a **relative**, or any person listed on the **declarations page** as an additional insured, even if the

actual injury or damage is different than that which was intended or expected;

7. for **loss** to a **covered vehicle**, that is due and confined to:
- a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure;
 - d. road damage to tires; or
 - e. manufacturer's defects;

This exclusion does not apply if the damage results from the theft of a **covered vehicle**;

8. for **loss** due to theft or conversion of a **covered vehicle**:
- a. by **you**, a **relative**, any person listed on the **declarations page** as an additional insured, or any **resident** of **your** household;
 - b. prior to its delivery to **you**, a **relative**, or any person listed on the **declarations page** as an additional insured; or
 - c. while in the care, custody, or control of anyone engaged in the **business** of selling the vehicle;
9. for **loss** to wearing apparel or personal effects;
10. for excessive or unreasonable vehicle storage charges;
11. to any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions;
12. to any of the following optional equipment whether or not factory installed by the original auto manufacturer:
- a. car telephone equipment;
 - b. televisions or their accessories or antennas;
 - c. home high fidelity equipment;
 - d. two-way radios;
 - e. scanning monitor receivers; or
 - f. awnings, cabanas, or equipment designed to provide additional living facilities;

13. while the **covered vehicle** is subject to any bailment, lease, conditional sale, mortgage, or other encumbrance not specifically declared and described on this policy;

14. to **custom parts or equipment**;

15. to a **covered vehicle**, for diminution of value; or

16. caused directly or indirectly by mold, mildew or fungus, including any type or form of:

- a. decomposing or disintegrating organic material or microorganism;
- b. organic surface growth on moist, damp, or decaying matter;
- c. yeast or spore-bearing plant-like organism; or

- d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus or other microbes;

However, this exclusion does not apply to loss caused by mold, mildew or fungus, if such **loss** is caused by any other **loss** covered under this Part IV.

LIMIT OF LIABILITY

- 1. The Limit of Liability for **loss** to a **covered vehicle** under this Part IV is the lowest of:

- a. the **actual cash value** of the stolen or damaged property at the time of the **loss**, reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **you** or the **owner** retain the salvage;
- b. the amount necessary to replace the stolen or damaged property, reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **you** or the **owner** retain the salvage; or
- c. the amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible shown on the **declarations page**; or
- d. the amount stated on the **declarations page** of this policy;

- 2. Payments for **loss** covered under Collision Coverage and Comprehensive Coverage are subject to the following provisions:

- a. no more than one (1) deductible shall be applied to any one (1) covered **loss**;
- b. the **actual cash value** will be determined by the market value, age and condition at the time the **loss** occurs;
- c. an adjustment for depreciation and physical condition, including a reduction for unrepaired prior damage, will be made in determining the Limit of Liability at the time of **loss**. Unrepaired prior damage includes:
 - i. broken, cracked, or missing parts;
 - ii. rust;
 - iii. dents;
 - iv. scrapes;
 - v. gouges; and
 - vi. peeling paint;

The reduction for unrepaired period damage is the cost of labor, parts, and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the **loss**;

- d. in determining the amount necessary to repair damaged property to its pre-**loss** condition, **our** estimate will be based on:

- i. the prevailing competitive labor rates charged in the area where the property is to be repaired, as reasonably determined by **us**; and
- ii. the cost of repair or repair or replacement parts and equipment which may be new, refurbished, restored, or used, including, but not limited to:

- 1. original manufacturer parts and equipment; and
- 2. non-original manufacturer parts and equipment;

- e. duplicate recovery for identical elements of damages is not permitted under this policy;

- 3. If more than one (1) **covered vehicle** is shown on the **declarations page**, coverage will be provided as specified on the **declarations page** as to each **covered vehicle**.

INSURING AGREEMENT - RENTAL REIMBURSEMENT

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if **you** pay the premium for Rental Reimbursement Coverage, **we** will reimburse rental charges incurred when **you** rent a **temporary substitute motor vehicle** due to a **loss** to a **covered vehicle** that is payable under Comprehensive Coverage or Collision Coverage under this Part IV. However, this coverage:

- 1. does not apply to the theft of a **covered vehicle**; and
- 2. applies only to **loss** to a **covered vehicle** for which this coverage has been purchased;

In the event of the theft of a **covered vehicle**, any rental vehicle must be provided under transportation expenses for Comprehensive Coverage.

Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

Our Limit of Liability for Rental Reimbursement is the amount and the number of days shown on the **declarations page**.

Rental charges will be reimbursed beginning:

- 1. when the **covered vehicle** cannot be driven due to a **loss**; or
- 2. if the **covered vehicle** can be driven, when **you** deliver the **covered vehicle** to a vehicle repair shop for repairs due to the **loss**;

and ending the earlier of when the **covered vehicle** is:

- 1. returned to **you**;
- 2. repaired or replaced.



However, if the **covered vehicle** is deemed by **us** to be a **total loss**, subject to the applicable Limit of Liability, rental charges will be reimbursed until forty-eight (48) hours after **we** make an offer to pay the applicable Limit of Liability under this Part IV.

You must provide **us** with written proof of **your** rental charges.

Duplicate recovery for identical elements of damages is not permitted under this policy.

PAYMENT OF LOSS

We may, at **our** option:

1. pay for the **loss** in money; or
2. repair or replace the damaged or stolen property.

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** either with **you** or the **owner** or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV shall not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment under this Part IV for a **loss** to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **declarations page** or designated by **you**. Payment may be made both jointly, or separately, at **our** discretion.

A Loss Payee or lienholder's interest under this policy is limited to and may not exceed those benefits and/or rights to which the **named insured** is entitled. The Loss Payee or lienholder's interest will not be protected where the **loss** is otherwise not covered under the terms of this policy. The Loss Payee or lienholder's interest will not be protected where a fraudulent act or material omission, misrepresentation, intentional damage, conversion, secretion and/or embezzlement has been committed by or at the direction of **you**, any **relative**, a person listed on the **declarations page** as an additional insured, or **your** representative.

If this policy is cancelled or nonrenewed, the interest of any Loss Payee or lienholder under this agreement will also terminate. Where fraud, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, the Loss Payee or lienholder's interest will not be protected.

We will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

In the event **your covered vehicle** is assessed as a **total loss** and is involuntarily or voluntarily repossessed by the Loss Payee or lienholder after sustaining damage as outlined in this Part IV, the deductible amount applicable to any **loss** adjusted and payable to the lienholder for its

interest shall be two hundred and fifty dollars (\$250). The deductible amount otherwise applicable to **losses** payable to the insured shall be the deductible amount printed on **your declarations page**.

The Loss Payee or lienholder must notify **us** of any known change of ownership or any other change that would increase the risk. If the Loss Payee or lienholder does not, it will not be entitled to any payment under this protection.

If **you** fail to give us proof of **accident** within the time that is allowed, the Loss Payee or lienholder may protect its interest by filing a proof of **loss** within thirty (30) days after that time.

APPRAISAL

If **we** cannot agree with **you** on the amount of **loss**, then **we** or **you** may demand an appraisal of the **loss**. If the demand for an appraisal is made, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of the **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** shall pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally by **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

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 for a **non-owned vehicle** not shown on the **declarations page** will 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 vehicle**;
2. any other applicable physical damage insurance; or
3. any other source of recovery applicable to the **loss**.

PART V – TOWING AND LABOR

INSURING AGREEMENT

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability shown on the **declarations page**, if **you** pay the premium for Towing and Labor Coverage, **we** will pay the costs incurred by **you** for towing and labor due to the **disablement** of a **covered disabled vehicle**. Coverage under this Part V applies subject to the following:

1. **you** are limited to six (6) occurrences per six (6) month policy period;
2. labor on a **covered disabled vehicle** must be performed at the place of **disablement**; and
3. the location of the **disablement** of a **covered disabled vehicle** cannot be **your** residence.

ADDITIONAL DEFINITIONS

When used in this Part V:

1. "**Covered disabled vehicle**" means a disabled **covered vehicle** for which Towing and Labor Coverage has been purchased.
2. "**Disablement**" means the disablement of a **covered disabled vehicle** due to:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. lack of fuel, oil, or water;
 - d. flat tire;
 - e. lock-out; or
 - f. entrapment within one hundred (100) feet of a public road or highway.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V does not apply to:

1. any **disablement** sustained while a **covered disabled vehicle** is being operated by a person who is listed as an excluded driver on the **declarations page**;
2. the cost of purchasing parts, fluid, lubricants, fuel or replacement keys;
3. installation of products or materials not related to the **disablement**;
4. labor not related to the **disablement**;
5. labor on a **covered disabled vehicle** for any time period in excess of sixty (60) minutes per disablement;
6. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
7. towing from a service station, garage, or repair shop;
8. labor or repair work performed at a service station, garage, or repair shop;
9. vehicle storage charges;
10. a second service call or tow for a single **disablement**;
11. **disablement** that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction;
12. mounting or removing of snow tires or chains; or
13. **disablement** that results from the intentional or willful act or actions by **you**, a **relative**, or the operator of a **disabled covered vehicle**.

PART VI – ACCIDENTAL DEATH BENEFIT

INSURING AGREEMENT

Subject to the terms, conditions, and exclusions of this policy, and Limit of Liability, if **you** pay the premium for the Accidental Death Benefit, **we** will pay the benefit limit in the event of the **accidental death** of an **insured person**. The Accidental Death Benefit is payable only after **we** are

furnished with:

1. a copy of the **insured person's** death certificate; and
2. a sworn statement from the legal representative of the **insured person's** estate which identifies all persons entitled to benefits resulting from the **insured person's** death.

ADDITIONAL DEFINITIONS

When used in this Part VI:

"**Accidental death**" means the death of an **insured person** that:

1. is a direct result of **bodily injury** sustained in an **accident** arising, independently of all other causes, from the maintenance or use of a **covered vehicle**; and
2. occurs within ninety (90) days of the date the **bodily injury** was sustained.

"**Accident**" means a sudden, unexpected, unusual, specific and abrupt event. Such event must occur by chance, independently of all other causes, direct or indirect, and at an identifiable time and place while coverage is in force.

"**Insured person**" or "**insured persons**" means:

1. **you**; or
2. any other person shown on the **declarations page** as an additional insured.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, BENEFITS WILL NOT BE AFFORDED UNDER THIS PART VI.

Coverage under this Part VI does not apply to an **accident** that:

1. occurs while a **covered vehicle** is being used to carry persons or property for compensation or a fee. This exclusion does not apply to an **accident** arising from the use of a **covered vehicle** in a shared expense car pool;
2. occurs while a **covered vehicle** is being used in a commercial capacity;
3. occurs while a **covered vehicle** is being used to transport explosives, flammable liquid or similarly hazardous material;
4. occurs while a **covered vehicle** is being towed, or towing another vehicle;
5. occurs while an **insured person** is **occupying** a **covered vehicle** while being used as a residence or premises;
6. is caused intentionally by an **insured person** or at an **insured person's** direction, even if the actual injury or damage is different than that which was intended or expected;
7. occurs while an **insured person** is voluntarily taking:
 - a. drugs;
 - b. sedatives;
 - c. narcotics;



- d. barbiturates;
 - e. amphetamines; or
 - f. hallucinogens;
- unless in the amount prescribed by or administered by a licensed physician;

8. occurs while an **insured person** is legally intoxicated from the use of alcohol while operating the **covered vehicle**;
9. occurs while an **insured person** is:
 - a. engaged or involved in any criminal trade or transportation;
 - b. fleeing or eluding law enforcement officials; or
 - c. engaged in the commission of a crime;
10. results, directly or indirectly, from any pre-arranged or organized:
 - a. racing;
 - b. speed;
 - c. demolition contest;
 - d. stunting activity; or
 - e. in practice or preparation for any such contest or activity;
11. is caused, directly or indirectly, by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
12. occurs while an **insured person** is **occupying** a **covered vehicle** while being used off of public or private roads for race, sport, rally or other recreational purposes; or
13. occurs while an **insured person** is not wearing a factory installed seat belt and lap or shoulder restraint, as verified by the investigating law enforcement officer.

LIMIT OF LIABILITY

The Accidental Death Benefit Limit of Liability shown on the **declarations page** is the most **we** will pay for the **accidental death** of each **insured person** regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the **accident**;
6. premium paid; or
7. policies.

At no time will **we** owe more than the Accidental Death Benefit Limit of Liability for the **accidental death** of each **insured person** that is otherwise covered under this Part VI.

PAYMENT OF BENEFITS

The Accidental Death Benefit Limit of Liability shown on the **declarations page** will be paid in the event of the **accidental death** of an **insured person** to the following, in order of priority. Benefits are payable to the **insured person's** estate.

LEGAL ACTIONS

No action can be brought by anyone against **us** for payment under this Part VI more than two (2) years after the date of the **accident** that resulted in the **accidental death**.

OTHER INSURANCE

Benefits under this Part VI are primary and shall not reduce, or be reduced by, any other coverage or benefit provided under this policy. However, the coverage provided by this Part VI is not intended to be, or to replace, any of the coverages required by any financial responsibility laws.

GENERAL PROVISIONS

BUSINESS USE COVERAGE

If **you** pay the additional premium for coverage for **business use**, **we** will pay for **loss** that arises from **your business use** of a **covered vehicle** subject to the coverages shown on the **declarations page**, and the terms, conditions and exclusions described throughout this policy, and applicable Limits of Liability.

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** during the policy period shown on the **declarations page**, for which premiums were paid, and which occur within any state, territory or possession of the United States of America, or any province of Canada, or while a **covered vehicle** is being transported between their ports.

POLICY CHANGES

This policy, **your** insurance application (which is made a part of this policy as if attached hereto), the **declarations page**, as amended, and endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. Subject to the following, its terms may not be changed or waived except by an endorsement issued by **us**. Only the **named insured** may request any changes that require the execution of a state-mandated form in order to effectuate a change in the policy or coverages. All other changes in the policy may be requested by:

1. the **named insured**; or
2. the **named insured's** resident spouse, but only if the resident spouse is listed as an additional insured on the **declarations page**;

Any change that increases **our** liability must have **our** prior approval.

The premium for each coverage is based on information **we** received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and to notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your vehicle**, **you** must promptly notify **us** when:

1. an insured person changes their address;
2. any resident operators are added or deleted;
3. an insured person acquires an additional or replacement **vehicle**;
4. an insured person's marital relationship is terminated;
5. the principal garaging address for a **covered vehicle** shown in the **declarations page** changes;
6. **you** or a **relative** obtain a driver's license or operator's permit; or
7. there is a change with respect to the residents in **your** household or the persons who regularly operate a **covered vehicle**.

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, changes in:

1. the number, type, or use classification of **covered vehicles**;
2. operators using **covered vehicles** or changes in their marital status;
3. **you** or a **relative** obtaining a driver's license or operator's permit;
4. the place of principal garaging of any **covered vehicle**;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

TWO OR MORE POLICIES ISSUED BY US

If any part of this policy, or any other policies issued by **us**, or any company affiliated with **us**, insure **you** or an **insured person** as a **named insured**, an **insured person** or an additional insured, and apply to the same **accident**, the aggregate limit of liability for each available coverage under all such policies shall not exceed the highest applicable limit of liability under any one policy.

TERMS OF POLICY CONFORM TO STATUTES

If any provision of this policy fails to conform with the Kansas statutes, the provision shall be deemed amended to conform to the minimum requirements of the statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

TRANSFER

This policy cannot be transferred to another person or organization without **our** written consent. If a **named insured** dies, this policy will provide coverage until the end of the policy period for the legal representative of the **named insured**, while acting as such, and for persons covered under this policy on the date of the **named insured's** death, provided that the premium has been paid.

NUMBER OF OWNED VEHICLES LISTED

Four (4) is the maximum number of **covered vehicles** that may be listed on **your** policy.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void and/or deny coverage under this policy if **you** or an insured person knowingly and with intent to defraud:

1. make incorrect written statements or representations to **us** regarding any material fact or circumstance;
2. conceal or misrepresent any material fact or circumstance; or
3. engage in fraudulent conduct;

at the time application was made, which affects the rating of this policy, or in the presentation or settlement of a claim. **We** may void and/or deny coverage under this policy due to fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means **we** will not be liable for any claims or damages which would otherwise be covered. If **we** void this policy, it will be void from its inception – which is as if the policy never existed.

We may void and/or deny coverage under this policy if **you** or any other insured person submits a fraudulent claim. No coverage will be provided to **you** or any other person who knowingly conceals or misrepresents any material fact or circumstance, or engages in fraudulent conduct in connection with an **accident** or claim.

PREMIUM PAYMENT TERMS AND CONDITIONS

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy will be deemed void from its inception – which is as if the policy never existed. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment. This includes any claims reported to **us** prior to receiving notice that the payment was dishonored.

If **your** installment or renewal payment is by check, draft, or any remittance other than cash, coverage under this policy will continue provided the check, draft or remittance is honored upon presentment to the bank or other financial institution. If the



check, draft, or remittance is not honored upon presentment, this policy will be cancelled at the hour and date shown on the notice of cancellation.

If a check, draft, or remittance is not honored upon presentment, a service charge will be added to **your** account. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void this policy.

In addition to premium, fees may be charged on **your** policy. **We** may charge fees for installment payments, late payments, and other transactions. Payments made on **your** policy will be applied first to fees, then to premium due.

If **your** installment payment is not received by the due date on **your** bill, a Notice of Cancellation will be mailed to the most recent address provided to **us** by **you**. The notice will provide the date and hour when cancellation will be effective. If **your** renewal payment is not received by the due date, this policy will automatically lapse at the end of the policy period. In order to avoid a lapse in your coverage, **your** installment or renewal payment must be received in **our** office on or before the due date shown on your Notice of Cancellation or Renewal Offer. Payment effective dates and times vary depending on the payment method:

1. payments made through the Safe Auto Check by Phone system are effective the date and time the checking account information is relayed to the Customer Service Representative or **our** Automated Attendant;
2. payments made through money wire services are effective the date and time printed on the receipt, converted to Eastern Time Zone;
3. payments made via credit card are effective the date and time the transaction is approved by the creditor;
4. payments mailed via the United States Postal Service with a legible postmark are effective at 12:01 A.M. the day after the postmark date shown on the payment envelope;
5. payments made via a nationally recognized and bonded overnight carrier with a legible received date and time are effective the day and time the overnight carrier receives the payment;
6. payments mailed via the United States Postal Service with an illegible postmark or no postmark are effective at 12:01 A.M. the day **we** receive the payment envelope;
7. payments delivered by an overnight carrier with an illegible received date and time or no received date and time are effective at 12:01 A.M. the day **we** receive the payment envelope;
8. payments delivered via a same day carrier are effective the date and time **we** receive the payment;
9. internet-based check payments are effective the date and time the payment information is received by Safe Auto Insurance Company and the "make check payment" button is clicked;
10. internet-based credit card payments are effective the date and time the transaction is approved by the creditor.

If the installment payment effective date and time is before the cancellation date and time shown on **your** Notice of Cancellation, the policy will not cancel. If **your** installment payment is effective after the cancellation date and time shown on **your** Notice of Cancellation, **your** policy will cancel on that date and at that time.

Your policy will not lapse if the renewal payment effective date and time is before the expiration date and time shown on **your** Renewal Notice. **Your** policy will lapse if **your** renewal payment is effective after the expiration date and time shown on **your** Renewal Notice. Renewal of a policy shall not constitute a waiver or estoppel with respect to grounds for cancellation which existed before the effective date of such renewal.

If **we** accept **your** late payment and reinstate this policy, a reinstatement fee will be applied. **We** will not accept late payments more than seven (7) days after **your** policy has cancelled. In the event **we** accept **your** late payment and reinstate **your** policy, no coverage will apply to any **loss** or **accident** occurring during the period between the cancellation date and time and the reinstatement date and time. In the event that this policy is reinstated, it will reinstate under the same policy terms, limits, conditions, elections, and exclusions which were in effect before cancellation. **Your** policy expiration date will remain unchanged if this policy is reinstated.

We reserve the right not to accept late payments. **We** cannot accept any payment that is effective more than seven (7) days after the cancellation date and time.

CANCELLATION DURING THE POLICY PERIOD

The **named insured** appearing on the **declarations page** may cancel this policy by calling or writing **us**, and stating the future date that they wish the cancellation to be effective. The earned premium will be computed on a pro-rata basis. This means that **we** will retain premium for only those days that **you** were protected. However, a cancellation charge will be applied to all policies cancelling per insured request. This cancellation charge does not apply in the case of death of the **named insured**, interstate rewrite, or total loss of a **covered vehicle**. This fee is in addition to any application, billing, late, and SR-22 filing fees already charged. All fees are fully earned on any insured initiated cancel, including non-payment of premium.

We may cancel this policy by mailing or delivering a notice of cancellation to the **named insured** at the most recent address provided to **us** by **you**. The notice will provide the date and hour when cancellation will be effective. The earned premium will be computed on a pro-rata basis. Proof of mailing a notice of cancellation shall be sufficient proof of notice. If **we** cancel this policy due to non-payment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of cancellation. Notice of cancellation due to any reason other than non-payment of premium will be mailed at least thirty (30) days before the effective date of cancellation.

Within the first sixty (60) days of inception, **we** can cancel for any reason not prohibited by law.

After this policy is in effect for more than sixty (60) days, or if this is a renewal or continuation policy, **we** can only cancel

this policy at the end of the policy period unless cancellation is for any of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. fraudulent misrepresentation by **you** of any material fact in the procurement or renewal of this policy;
3. if **you** violate any of the terms and conditions of the policy;
4. loss of driving privileges through suspension, revocation, or expiration of **your** driver's license or the driver's license any driver who lives with **you** or customarily uses **your covered vehicle**;
5. **you**, anyone listed on the **declarations page** as an additional insured, a principal operator of a **covered vehicle**, or any operator who resides in the same household as **you**:
 - a. is or becomes subject to epilepsy or heart attacks and such person cannot provide **us** with a certificate from a physician testifying to such person's ability to operate a motor vehicle; or
 - b. is or has been convicted, during the thirty-six (36) months immediately preceding the effective date of this policy or during the policy period or any renewal thereof:
 - i. any felony;
 - ii. criminal negligence, resulting in death, homicide or assault, arising out of the operation of a motor vehicle;
 - iii. operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - iv. leaving the scene of an accident without stopping to report;
 - v. theft of a motor vehicle;
 - vi. making false statements in an application for a driver's license; or
 - vii. a third moving violation, committed within a period of eighteen (18) months, of:
 1. any regulation limiting the speed of motor vehicles;
 2. any of the provisions of the motor vehicle laws of any state which constitutes a misdemeanor or traffic infraction; or
 3. any ordinance traffic infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitious of the same offense or were different offenses.

In addition, this policy can be cancelled at any time or rescinded from the date of inception if:

1. the information **you** provided to obtain or renew this insurance was fraudulent;
2. the information **you** provided to obtain or renew this

insurance was material either to the acceptance of the risk, or to the hazard assumed by **us**; or

3. **we**, in good faith, would either not have issued the policy or contract, or would not have issued it at the same premium rate, or would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to **us** as required by either the application for the policy or contract or otherwise.

For purposes of cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverages for all persons and all **vehicles**.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund, but, **our** making or offering of a refund is not a condition of cancellation. If this policy is cancelled by **us**, any refund due will be computed on a daily pro-rata basis. If this policy is cancelled at **your** request, a cancellation charge will be applied to **your** policy.

RENEWAL

If **we** offer to renew or continue this policy by mailing the **named insured** a Renewal Offer, and **you** fail to pay the required premium when due, this policy will automatically lapse at the end of the policy period. **Your** failure to pay the required renewal premium when due means **you** rejected **our** offer. Renewal of a policy shall not constitute a waiver or estoppels with respect to grounds for cancellation which existed before the effective date of such renewal.

If **we** decide not to renew or continue this policy, **we** will mail notice of nonrenewal to the **named insured** shown on the **declarations page** at the most recent address provided to **us** by **you**. Notice will be mailed at least thirty (30) days before the policy lapses at the end of the policy period. **We** will mail this notice by registered or certified mail or United States Post Office certificate of mailing. Proof of mailing a notice of nonrenewal shall be sufficient proof of notice.

We may decide not to renew or continue this policy only for the following reasons:

1. the commissioner of insurance requires or permits **us** to reduce **our** premium volume in order to preserve **our** financial strength;
2. **we** cease doing business in the State of Kansas;
3. **we** have competent medical evidence which demonstrates that **you** or a **relative** or a person listed on the **declarations page** as an additional insured has a physical or mental disability which impairs that person's ability to drive in a safe and reasonable manner;
4. **we** discover that there are substantial unfavorable underwriting factors which pertain to **you** or a **relative** or a person listed on the **declarations page** as an additional insured which could not have reasonably been discovered by **us** when this policy was issued or last renewed;
5. the policy has been in effect



continuously for five (5) years from the first anniversary of the effective date of the policy. If this policy is renewed or continued after the expiration of such five (5) year period, or any subsequent five (5) year period, this provision shall apply in any subsequent period; or

6. any reason for which **we** may cancel this policy once it has been in effect for more than sixty (60) days.

We may elect not to renew or continue coverage on a **covered vehicle** if **you** procure other automobile liability insurance on that **vehicle**.

Once a non-renewal notice is mailed to **you**, **you** are still obligated to make premium payments when due. Failure to pay any such payments when due may result in an earlier cancellation of **your** policy for nonpayment of premium following at least ten (10) days written notice by **us**. No late payments will be accepted and coverage will not be extended to the non-renewal date.

AUTOMATIC TERMINATION

Coverage for a **covered vehicle** shall automatically terminate:

1. when a person other than **you** or a **relative** becomes the **owner** of the **vehicle**;
2. on the effective date and at the effective time of any other motor vehicle insurance policy covering that **vehicle**; or
3. if **you** fail to accept an offer of renewal of this insurance, this coverage will automatically lapse at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will constitute **your** rejection of **our** offer.

COVERAGE CHANGES

If **we** make a change which broadens any coverage **you** have under this edition of **your** policy, **you** will receive the broadened coverage without any additional charge. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative**, or any other insured person must be commenced following an **accident**, or an alleged breach of **our** obligations under this policy, within five (5) years.

We may not be sued for payment under Part I – Liability to Others until the obligation of an insured person to pay is finally determined either by final judgment against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

In the event of any payment under this policy, except for payment under Part II – Personal Injury Protection Coverage, **we** are entitled to all the rights of recovery that the insured person to whom payment was made has against another. That insured person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

However, **we** may not assert rights of recovery:

1. against any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under part IV – Physical Damage Coverage; and
2. against the **owner** or operator of an underinsured motor vehicle under Part III – Uninsured/Underinsured Motorist Coverage, if the insured person notified **us** in writing of a tentative settlement with the **owner** or operator of the underinsured motor vehicle as required by Part III – Uninsured/Underinsured Motorist Coverage, and **we** do not pay within sixty (60) days of **our** receipt of the notice of the tentative settlement the sum offered in settlement.

When an insured person has been paid by **us** and also recovers from another, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment. If **we** are not reimbursed, **we** may pursue recovery of that amount directly against that insured person. However, this does not apply to payment under Part II – Personal Injury Protection Coverage.

Our rights to recover payment under Part II – Personal Injury Protection Coverage shall be as follows:

1. In the event of recovery by an insured person, such person's dependents or personal representatives, by judgment, settlement or otherwise against a tortfeasor, **we**:
 - a. shall be subrogated to the extent of duplicative personal injury protection benefits provided to the date of such recovery;
 - b. shall have a lien against such recovery; and
 - c. may intervene in any action to protect and enforce such lien.

However, prior to the payment of personal injury protection benefits in full, the amount of such judgment, settlement or recovery actually paid which is in excess of the amount of personal injury protection benefits paid to the date of such recovery shall be credited against future payments of personal injury protection benefits.

2. If an insured person, such person's dependents or personal representatives fail to commence an action against a tortfeasor within eighteen (18) months after the date of the **accident**, such failure shall operate as an assignment to **us** of any cause of action which the insured person, such person's dependents or personal representatives may have against the tortfeasor for the purpose and to the extent of recovery of damages which are duplicative of personal injury protection benefits. **We** may enforce these rights in **our** own name, in the name of the insured person, such person's dependents or

personal representatives, for their benefit as their interest may appear by proper action in any court of competent jurisdiction.

3. In the event of a recovery pursuant to K.S.A. § 60-258a, as amended, **our** right of subrogation shall be reduced by the percentage of negligence attributable to the insured person.
4. Pursuant to K.S.A. § 40-3113a, as amended, the court shall fix attorney fees which shall be paid proportionately by **us** and the insured person, such person's dependents or personal representatives in the amounts determined by the court.

"Insured person" in 1, 2, 3, and 4 above means "insured person" as defined in Part II – Personal Injury Protection Coverage.

If recovery is made by an insured person under this policy from a responsible party or that party's insurer without **our** written consent, the insured person's right to payment under Part I – Liability To Others, Part IV – Physical Damage Coverage, or the uninsured motorist coverage under Part III – Uninsured/Underinsured Motorist Coverage will no longer exist.

These provisions will be applied in accordance with state law.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligation under this policy.

NAMED OPERATOR - NON-OWNED VEHICLE COVERAGE

If **you** elect Named Operator – Non-Owned Vehicle Coverage, **you** agree with **us** that the policy is amended as follows:

1. GENERAL DEFINITIONS

- a. The general policy definition of "**you**" and "**your**" is deleted and replaced by the following:

"**You**" and "**your**" mean the person shown as the **named insured** on the **declarations page**;

- b. The general policy definition of "**covered vehicle**" is deleted and no coverage is provided with respect to a **covered vehicle** under this policy;

- c. The general policy definition of "**non-owned vehicle**" is deleted and replaced by the following:

- i. "**Non-owned vehicle**" means any **vehicle** that is not owned by **you** if this policy is certified as proof of financial responsibility;
- ii. "**Non-owned vehicle**" means any **vehicle** that is not **owned** by **you**, a **relative**, or **your** spouse if this policy is not certified as proof of financial responsibility;

2. PART I – LIABILITY TO OTHERS

ADDITIONAL DEFINITIONS: When used in Part I, the definition of "**insured person**" and "**insured persons**" is deleted and replaced by the following:

"**Insured person**" and "**insured persons**" mean:

- a. **you**, when operating or using a **vehicle**, other than a **vehicle owned** by **you** or a **relative**, with the express or implied permission of the **owner**; and
- b. any person or organization with respect only to vicarious liability for an **accident** arising out of the use of a **non-owned vehicle** by **you** with the express or implied permission of the **owner**;

3. PART II – PERSONAL INJURY PROTECTION COVERAGE

ADDITIONAL DEFINITIONS: When used in Part II, the definition of "**insured person**" and "**insured persons**" is deleted and replaced by the following:

"**Insured person**" and "**insured persons**" mean **you**:

1. while **occupying** any **vehicle**, other than a **vehicle owned** by **you**; or
2. when struck by a motor vehicle or trailer while not **occupying** a motor vehicle.

4. PART III – UNINSURED/UNDERINSURED MOTORIST COVERAGE

ADDITIONAL DEFINITIONS: When used in Part III, the Additional Definition of "**insured person**" and "**insured persons**" is deleted and replaced by the following:

"**Insured person**" and "**insured persons**" mean:

1. **you**; and
2. Any person who is entitled to recover damages covered by Part III because of **bodily injury to you**.

5. PART VI – ACCIDENTAL DEATH BENEFIT

ADDITIONAL DEFINITIONS: When used in Part VI, the definition of "**insured person**" and "**insured persons**" is deleted and replaced by the following:

"**Insured person**" and "**insured persons**" mean **you**.

When used in Part VI, the definition of "**covered vehicle**" is deleted and replaced by the following:

"**Covered vehicle**" means "**non-owned vehicle**."

All other terms, limits, and provisions of this policy remain unchanged.



In witness whereof, **we** caused this policy to be executed and attested by **our** President and Secretary.



Jon P. Diamond
President



Mark D. LeMaster
Secretary

SAFE AUTO INSURANCE COMPANY

CORPORATE OFFICE
4 EASTON OVAL
COLUMBUS, OH 43219
614-231-0500
1-800-SAFE-AUTO
(1-800-732-9781)



PLSK-5 011

SAFE AUTO INSURANCE COMPANY

CORPORATE OFFICE:
4 EASTON OVAL
COLUMBUS, OH 43219
614-231-0200
1-800-SAFEAUTO
(1-800-723-3288)





4 Easton Oval
Columbus, OH 43219
1-800-SAFEAUTO
(1-800-723-3288)

Auto Application

Safe Auto Insurance Company NAIC# 25405

Policy Number: KS00037889A-00

Policy Period Begin Date: 04/12/2021 at 01:39 PM ET

Policy Period End Date: 10/12/2021 at 12:01 AM ET



Name	DOB	Sex	M/S	SR-22	Usage
Named Insured 	12/23/1986	F	S	N	PERSONAL

Violations:

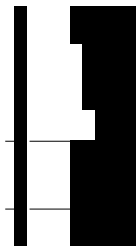
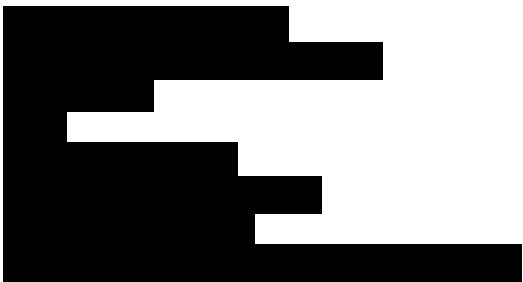
08/06/2018 Accident - Not at Fault

Applied Discount(s):

Multi-Vehicle

Applied Surcharge(s):

None



**Extra payments made are not printed on this document.*

Coverage	Limits of Liability	6 Month Premium Per Vehicle	
		Veh 1	Veh 2
Bodily Injury Liability	\$ 25,000 Each Person / \$ 50,000 Each Accident	\$ [REDACTED]	\$ [REDACTED]
Property Damage Liability	\$ 25,000 Each Accident	\$ [REDACTED]	\$ [REDACTED]
Personal Injury Protection			
Medical Expenses	\$ 4,500 Each Person	INCL.	INCL.
Work Loss	\$ 900 Per Month up to 1 Year	INCL.	INCL.
Funeral Expenses	\$ 2,000 Each Person	INCL.	INCL.
Substitution Expenses	\$ 25 Per Day up to 1 Year	INCL.	INCL.
Rehabilitation Expenses	\$ 4,500 Each Person	INCL.	INCL.
Survivor's Loss			
Work Loss	\$ 900 Per Month up to 1 Year	INCL.	INCL.
Substitution Expenses	\$ 25 Per Day up to 1 Year	INCL.	INCL.
Uninsured/Underinsured	\$ 25,000 Each Person / \$ 50,000 Each Accident	\$ [REDACTED]	\$ [REDACTED]
Motorist Bodily Injury			

Accidental Death Benefit	\$ 10,000 Each Person	6 Month Premium Per Coverage	\$ [REDACTED]
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Year - Make / Model	VIN	6 Month Premium
Vehicle 1 2005 - MERCURY / MOUNTAINEER	4M2ZU86K85UJ04555	
Owner [REDACTED]		
Comprehensive - Not Selected		\$ [REDACTED]
Collision - Not Selected		\$ [REDACTED]
Towing and Labor - \$ 40 per Disablement (Maximum of 6)		\$ [REDACTED]
Rental Reimbursement - Not Selected		\$ [REDACTED]

Lienholder / Additional Interest
None

Vehicle 2 2008 - ACURA / MDX	2HNYD28218H515292	
Owner [REDACTED]		
Comprehensive - Not Selected		\$ [REDACTED]
Collision - Not Selected		\$ [REDACTED]
Towing and Labor - \$ 40 per Disablement (Maximum of 6)		\$ [REDACTED]
Rental Reimbursement - Not Selected		\$ [REDACTED]

Lienholder / Additional Interest
None

Total Six (6) Month Coverage Premium [REDACTED]



Applicant Questionnaire

	Y/N	Explanation
1. Are all residents of your household, age fourteen (14) years or older, disclosed on this application?	Y	
2. Are all drivers, including children away from home or in college, and anyone who may operate your vehicle on a regular or occasional basis listed on this application?	Y	
3. Are all vehicles operated by any and all residents of your household listed on this application?	Y	
4. Are any vehicles for which you are seeking coverage used in the course of business / employment to:		
a) conduct consumer oriented sales, service or direct home sales;	N	
b) visit multiple locations without the transport of clients or patients;	N	
c) run occasional business related errands;	N	
d) transport materials, supplies, tools, etc. on a regular or occasional basis; or	N	
e) transport explosives, chemicals, or flammable materials?	N	
5. Are any vehicles for which you are seeking coverage used for delivery purposes? (For example, delivery of: pizza, newspaper, food, or any other product.)	N	
6. Are any vehicles for which you are seeking coverage used during the course of a prospective insured person's employment to transport people? (This does not include volunteer work, car-pooling to and from work, but does include transporting people for money.)	N	
7. Are any vehicles for which you are seeking coverage used for any other commercial or business purpose?	N	
8. Has any driver been involved in an accident or reported a claim to an insurer in the past three (3) years?	N	
9. Is there any existing damage or broken glass to the vehicle(s) listed in this application?	N	
10. Does any driver drive out of state on a regular basis?	N	



Sign and Return This Page

Applicant Approval

I hereby apply to the Company for a policy of insurance under the terms set forth in this application. I understand that the Company's acceptance or denial is based in part on the basis of statements contained herein. I understand that this policy may be voided or cancelled if such information is false or misleading or would materially affect acceptance of the risk by the Company. I further agree to pay any premium increase applicable under Company rules, which is necessitated by inaccurate statements. I understand that a routine inquiry may be made which will provide information concerning the driving record(s), loss histories, and other information pertinent to the underwriting of this risk. In connection with this application for insurance, we may obtain or use a credit-based insurance score based on information contained in that credit report. We may use a third party in connection with the development of your insurance score. Upon request, the Company will confirm whether a consumer report was requested and utilized and if so, provide the name and address of the consumer reporting agency. I understand and agree that my payments may be due earlier if changes are made to this policy causing my premium to increase.

I hereby declare that all persons ages fourteen (14) or over who live with me and all other principal, regular, or occasional operators of my vehicles are listed on this application.

I hereby declare that my principal residence / place of vehicle garaging is in Kansas eleven (11) or more months a year and that I have disclosed any frequent travel out of the state of Kansas. I hereby declare that I have reported any business use of the vehicles described in this application.

I agree any coverage afforded under this policy is conditioned on policy payments being honored by the financial institution when presented for payment. If the down payment tender is not honored, the Company shall be deemed not to have accepted the tender, and the policy shall be void from inception. I understand that an NSF fee of \$ 20 will be assessed to the balance due on my policy if any tender offered in payment is not honored. Imposition of such charge shall not deem the Company to have accepted the tender unconditionally.

The vehicles I seek to insure under this policy do not have any existing physical damage except as indicated in response to question nine (9) on the Applicant Questionnaire. I understand that no coverage provided under a policy of insurance based on this application will apply to any currently existing physical damage whether listed above or not.

Fees may include a \$ 6 billing fee (per installment), a \$ 20 NSF fee, a \$ 25 insured request cancellation fee, a \$ 15 reinstatement fee (per policy reinstatement), a \$ 25 overnight - next morning fee, a \$ 15 overnight - next day fee, a \$ 26 stop pay fee, and a \$ 10 SR-22 fee (per SR-22 filing and refiling).

I hereby acknowledge that I have read and answered all questions in this application, as well as all statements set forth in this Applicant Approval section. All information in this application is accurate and complete.

Applicant Signature: _____

Date: _____





4 Easton Oval
 Columbus, OH 43219
 1-800-SAFEAUTO
 (1-800-723-3288)

Auto Insurance Policy Declarations

Safe Auto Insurance Company NAIC# 25405

Policy Number: KS00037889A-00

Policy Period Begin Date: 04/12/2021 at 01:39 PM ET

Policy Period End Date: 10/12/2021 at 12:01 AM ET

Issue Date: 04/12/2021 at 01:39 PM ET



Your Policy is comprised of: This Declarations Page (Form DECLR-KS-0712); the Policy Book (Form POLBK-KS-0111); your Application (Form APPLC-KS-1013); and any amendments or forms listed below. The only insurance coverages and limits afforded by this Policy are indicated below with respect to each described vehicle, where appropriate. The limit of the company's liability for each coverage is subject to all the terms, conditions, and exclusions of the Policy.

Amendments / Forms Made Part of this Policy:

POLBK-KS-0111 APPLC-KS-1013 DECLR-KS-0712 AMND1-KS-1013

Named Insured	Name	Sex	M/S	SR-22	Usage
	[REDACTED]	F	S	N	PERSONAL

Applied Discount(s):

Multi-Vehicle

Applied Surcharge(s):

None



Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Coverage	Limits of Liability	6 Month Premium Per Vehicle	
		Veh 1	Veh 2
Bodily Injury Liability	\$ 25,000 Each Person / \$ 50,000 Each Accident	\$ [REDACTED]	[REDACTED]
Property Damage Liability	\$ 25,000 Each Accident	\$ [REDACTED]	[REDACTED]
Personal Injury Protection		\$ [REDACTED]	[REDACTED]
Medical Expenses	\$ 4,500 Each Person	INCL.	INCL.
Work Loss	\$ 900 Per Month up to 1 Year	INCL.	INCL.
Funeral Expenses	\$ 2,000 Each Person	INCL.	INCL.
Substitution Expenses	\$ 25 Per Day up to 1 Year	INCL.	INCL.
Rehabilitation Expenses	\$ 4,500 Each Person	INCL.	INCL.
Survivor's Loss			
Work Loss	\$ 900 Per Month up to 1 Year	INCL.	INCL.
Substitution Expenses	\$ 25 Per Day up to 1 Year	INCL.	INCL.
Uninsured/Underinsured	\$ 25,000 Each Person / \$ 50,000 Each Accident	\$ [REDACTED]	[REDACTED]
Motorist Bodily Injury			

Accidental Death Benefit	\$ 10,000 Each Person	6 Month Premium Per Coverage	[REDACTED]
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Year - Make / Model	VIN	6 Month Premium
Vehicle 1 2005 - MERCURY / MOUNTAINEER	4M2ZU86K85UJ04555	
Owner [REDACTED]		
Comprehensive - Not Selected		\$ [REDACTED]
Collision - Not Selected		\$ [REDACTED]
Towing and Labor - \$ 40 per Disablement (Maximum of 6)		\$ [REDACTED]
Rental Reimbursement - Not Selected		\$ [REDACTED]
Lienholder / Additional Interest		
None		
Vehicle 2 2008 - ACURA / MDX	2HNYD28218H515292	
Owner [REDACTED]		
Comprehensive - Not Selected		\$ [REDACTED]
Collision - Not Selected		\$ [REDACTED]
Towing and Labor - \$ 40 per Disablement (Maximum of 6)		\$ [REDACTED]
Rental Reimbursement - Not Selected		\$ [REDACTED]
Lienholder / Additional Interest		
None		
Total Six (6) Month Coverage Premium		[REDACTED]
Application Fee		[REDACTED]



**KANSAS AMENDATORY ENDORSEMENT
(FORM POLBK-KS 0111)**

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Your Kansas Personal Automobile Policy booklet (Form POLBK-KS 0111) is amended as follows:

1. The last sentence in the policy is deleted and replaced by the following:

In witness whereof, ~~we~~ caused this policy to be executed and attested by ~~our~~ Secretary.

2. The signature of Jon P. Diamond, President is hereby deleted.

All other terms, limits and conditions of the policy remain unchanged.