

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

FATME AMINE,

Plaintiff,

Case No. 2017-

-NM

v

MICHAEL J. MORSE, PC, a Michigan Professional  
Corporation, d/b/a The Mike Morse Law Firm; and  
MICHAEL J. MORSE, an individual

Defendants.

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MICHAEL ALAN SCHWARTZ, P-30938  
SCHWARTZ, PLLC  
Attorney for Plaintiff  
30300 Northwestern Highway, Suite 113  
Farmington Hills, Michigan 48334-3217  
(248) 932-0100

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**COMPLAINT AND JURY DEMAND**

There is no other civil action arising out of the same transaction or occurrence as alleged in the Complaint pending in this Court nor has there been previously filed and dismissed after having been assigned to a judge.

NOW COMES the Plaintiff, FATME AMINE, by and through her counsel, SCHWARTZ, PLLC, who, as and for her Complaint against Defendants, states the following:

1. Plaintiff is a resident of the County of Wayne, State of Michigan.

2. Defendant MICHAEL J. MORSE, PC [hereinafter referred to as "Defendant Firm"], is a professional corporation, incorporated under the laws of the State of Michigan, which does business in the County of Wayne, State of Michigan, which consists of attorneys and support staff, and which does business under the name "The Mike Morse Law Firm."

3. Defendant Michael J. Morse [hereinafter referred to as "Defendant Morse"] does business in the County of Wayne, State of Michigan, is the owner of Defendant Firm, and is the President, Secretary, Treasurer, and Director of Defendant Firm.

4. At all times relevant hereto, Defendants conducted business in the County of Wayne, State of Michigan, and was engaged in the business of providing legal services to individuals and others in the County of Wayne, State of Michigan.

5. The original injury occurred in the County of Wayne, State of Michigan.

6. This Court has personal and subject-matter jurisdiction over the above-referenced matter; the amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00), exclusive of interest, costs and attorney fees; and venue is appropriate in this Court.

7. On or about August 15, 2014, in the City of Dearborn Heights, County of Wayne, State of Michigan, Plaintiff suffered serious and permanent injuries when one Zacharias Petlichkoff [hereinafter referred to as "Petlichkoff"], carelessly, recklessly and negligently drove his automobile in front of the automobile which Plaintiff was driving, causing a crash of the two automobiles [hereinafter referred to as "the Accident"], such

injuries to Plaintiff including, but not limited to, three damaged cervical discs in her spine, four damaged lumbar discs in her spine, deviated septum, TMJ pain from jaw injury, severe anxiety, and depression.

8. On or about September 15, 2014, Plaintiff retained Defendant Firm to represent her in connection with the damages which she suffered from the Accident, at which time she gave Defendant Firm a number of papers, including a copy of her complete automobile insurance policy which she had obtained from her insurance company, Farmers Insurance Exchange [hereinafter referred to as "Farmers"]. [See Exhibit "A," appended hereto.]

9. On or about January 7, 2015, Defendant Firm filed a complaint against Petlichkoff and Farmers in the Wayne County Circuit Court under Case No. 15-000213-NI, alleging that Petlichkoff carelessly, negligently and recklessly drove his automobile in such a manner as to cause serious and permanent injuries to Plaintiff, and that Farmers, Plaintiff's automobile insurance carrier, unreasonably refused to pay Plaintiff for the personal injury protection no-fault benefits which were part of her insurance coverage under the policy of insurance which she obtained from Farmers, and that such refusal by Farmers violated the Michigan No-Fault Act.

10. In or about February, 2015, Defendant Firm negotiated a settlement of the claim against Petlichkoff under which Plaintiff was to receive Twenty Thousand Dollars

(\$20,000.00), which was equal to the maximum coverage which Petlichkoff had obtained from his insurance company.

11. On or about February 13, 2015, Defendant Firm advised Plaintiff of the negotiated settlement and forwarded to her a release for her signature. [See Exhibit "B," appended hereto.]

12. Upon receiving said release, Plaintiff informed Defendant Firm that the amount of money was insufficient, inasmuch as she stated that she had under-insured motorist bodily injury coverage in her insurance policy which had been issued by Farmers Insurance under which she is entitled to receive a total of One Hundred Thousand Dollars (\$100,000.00).

13. Had Defendant Firm bothered to read Plaintiff's insurance policy which they were given by Plaintiff on or about September 15, 2014, they would have been informed of the following:

- (a) On the Declarations Page of Plaintiff's automobile insurance policy, Plaintiff had uninsured motorist bodily injury coverage with limits of One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) for each occurrence;
- (b) On Page 7 of Plaintiff's automobile insurance policy, it is stated that "uninsured motor vehicle" means a motor vehicle which is insured by a bodily injury liability bond or policy at the time of the accident which provides coverage in amounts less than the limits of Uninsured Motorist Coverage shown in the Declarations Page. Thus, uninsured motorist bodily injury coverage in

Plaintiff's policy included under-insured motorist bodily injury coverage up to One Hundred Thousand Dollars (\$100,000.00) for the Accident.

- (c) On Page 7 of said insurance policy, it is also stated that the uninsured motorist bodily injury coverage, including under-insured motorist bodily injury coverage, shall not apply to bodily injury sustained by Plaintiff if she or her legal representative makes a settlement of the Accident claim against the errant driver without Farmers' written consent.

14. Accordingly, a reading of Plaintiff's insurance policy would have revealed that Plaintiff had under-insurance motorist bodily injury coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for the Accident, but such coverage would be extinguished if Plaintiff's claim against Petlichkoff were settled without Farmers' written consent.

15. Defendant Firm knew, or should have known, such provisions of Plaintiff's automobile insurance policy before they settled the Accident claim against Petlichkoff.

16. Defendant Firm communicated with Farmers in or about February, 2015, and allegedly was told by one Carrie Principato, a claims adjuster with Farmers, that Plaintiff's insurance policy did not include a provision for under-insured motorist bodily injury coverage.

17. Consequently, relying only upon the information which it allegedly received from Principato, to the effect that Plaintiff did not have under-insured motorist bodily injury coverage, but not having read or understood the provisions of Plaintiff's insurance policy

issued by Farmers, Defendant Firm negligently informed Plaintiff that they had checked with Farmers and that Plaintiff did not have under-insured motorist bodily injury coverage.

18. Plaintiff insisted that she had under-insured motorist bodily injury coverage from her Farmers policy, and told Defendant Firm to review the insurance policy which she had given them, but Defendant Firm negligently ignored her, stating emphatically, and incorrectly, that she did not have under-insurance motorist bodily injury coverage.

19. Eventually, without explaining to Plaintiff that by doing so she would forfeit her under-insured motorist bodily injury coverage from Farmers unless Farmers consented in writing to the settlement, Defendant Firm negligently and incorrectly told Plaintiff that she had to sign the release as there was no under-insured motorist bodily injury coverage and Twenty-Thousand Dollars (\$20,000.00) was the total of all she could receive from any source as a result of the Accident.

20. Plaintiff, having been subject to Defendant Firm's continued insistence that she did not have under-insured motorist bodily injury coverage, and relying upon Defendant Firm, as her attorneys, in a mistaken belief that Defendant Firm had undertaken a full review of her insurance policy and knew the contents thereof, eventually succumbed to Defendant Firm's pressure and on March 6, 2015, and at Defendant Firm's compulsion, she signed the release which is appended hereto as Exhibit "B."

21. Defendant Firm forwarded the signed release to Petlichkoff's attorneys and Petlichkoff's insurance company paid Twenty Thousand Dollars (\$20,000.00) to Plaintiff and Defendant Firm in full settlement of her Accident claim.

22. In connection with the negotiations referred to in ¶10 of this Complaint, and at any other time in connection with their representation of Plaintiff in the case against Petlichkoff, Defendant Firm negligently failed to inform Farmers prior to the proposed settlement prior to execution of the same that they, on behalf of Plaintiff, intended to settle the claim against Petlichkoff for Twenty Thousand Dollars (\$20,000), and failed to request written consent from Farmers to do so.

23. In connection with the negotiations referred to in ¶10 of this Complaint, and at all other times in connection with their representation of Plaintiff in the case against Petlichkoff, Defendant Firm negligently failed to seek from Farmers any written consent to the settlement of the case against Petlichkoff, thereby negligently failing to protect Plaintiff from the exclusion in Plaintiff's insurance policy which extinguishes any benefit from her under-insured motorist bodily injury coverage if settlement is made without Farmers' written consent.

24. At no time in connection with the negotiations referred to in ¶10 of this Complaint, and at no other time in connection with their representation of Plaintiff in the case against Petlichkoff, did Defendant Firm receive from Farmers any written consent to said proposed settlement or executed settlement.

25. On or about March 24, 2015, after the settlement of the Accident claim against Petlichkoff, Defendant Firm received a call from one Andrew Reynaert, a representative of Farmers, stating that there was, in fact, under-insured motorist bodily injury coverage in Plaintiff's insurance policy.

26. Irrespective of the failure of Farmers timely to correct their advice to Defendant Firm concerning the existence of Plaintiff's under-insured motorist bodily injury coverage, Defendant Firm had independent duties and responsibilities to read Plaintiff's automobile insurance policy; to educate itself regarding the contents thereof and the fact that Plaintiff did have such under-insured motorist bodily injury coverage for the Accident; to educate itself to the fact that the policy contained an exclusionary provision which extinguished any under-insured motorist bodily injury coverage unless Farmers gave its prior written consent; and to do so prior to advising Plaintiff of such coverage and exclusion and prior to having Plaintiff enter into the settlement.

27. Defendant Firm, in furtherance of its retainer agreement with Plaintiff, then pursued a claim against Farmers, under the same Wayne County Circuit No. 15-000213-NI as part of the Accident case, seeking damages under Plaintiff's policy for under-insured motorist bodily injury coverage to which she would have been compensated had Defendant Firm not negligently failed to protect Plaintiff.

28. Additionally, on or about October 7, 2015, Defendant Firm, in furtherance of its retainer agreement with Plaintiff, filed a complaint under Wayne Circuit No. 15-012988-



CK against Farmers, and also against Principato, alleging that they engaged in fraud in stating originally that Plaintiff had no under-insured motorist bodily injury coverage.

29. In or about March, 2016, Plaintiff and Defendant Morse happened to have chance contact lasting approximately one (1) minute in a hall of the building where Defendant Firm is housed.

30. Despite the fact that Plaintiff had been his client for one and one-half (1½) years at the time of said encounter, Defendant Morse, indicating that he was unaware of Plaintiff, said to her, "Do I know you?" or words to that effect, whereupon Plaintiff said that she was his client.

31. In response to Plaintiff's identifying herself as his client, Defendant Morse responded that he could not keep track of all of his clients because he had so many.

32. Other than this one brief accidental encounter at which there was no discussion of Plaintiff's case, Defendant never met with Plaintiff nor spoke to her.

33. On or about December 21, 2016, the Hon. Kathleen MacDonald filed an order and opinion granting a motion for summary disposition by Farmers regarding said claim in Wayne County Circuit No. 15-000213-NI, dismissing said claim, stating, in pertinent part, the following:

Michigan Courts have consistently held that exclusionary clauses such as the one in question here that preclude recovery if a plaintiff settles with a tortfeasor without insurer's consent.

\* \* \* \*

....this Court finds that Plaintiff had a copy of her insurance policy. An insured is held to knowledge of the terms and

conditions contained within an insurance policy, even though he may not have read the policy.

34. On January 10, 2017, Defendant Firm filed a Motion for Reconsideration of Judge MacDonald's order.

35. On February 16, 2017, the Hon. David A. Groner denied said motion, indicating the following:

Because Plaintiff has merely presented the same issues already ruled on by the Court, either expressly or by reasonable implication, the motion will not be granted...Plaintiff has also failed to demonstrate a palpable error by which the Court and the parties have been misled, and has failed to show that a different result would necessarily result from a correction of the alleged mistake.

#### COUNT I

[Legal Malpractice - The Firm]

36. Plaintiff realleges, as if recited *verbatim*, each and every allegation contained in ¶¶1-35 of this Complaint.

37. Defendant Firm, including the individual lawyers of Defendant Firm working on Plaintiff's case, having been retained by Plaintiff, owed her a duty to conduct themselves in a manner in conformity with the standard of care applicable to lawyers practicing in the State of Michigan, and specifically were charged, *inter alia*, with the following duties and responsibilities to Plaintiff in the representation of her:

A. To act competently and diligently;

B. To have a reasonable knowledge of the facts of Plaintiff's matter before providing legal advice to Plaintiff concerning said matter;

C. To have a reasonable knowledge of the damages which were reasonably obtainable in Plaintiff's matter before providing legal advice to the Plaintiff concerning said damages;

D. To have a reasonable knowledge as to the law concerning Plaintiff's matter before providing legal advice to the Plaintiff concerning said matter;

E. To read fully and have a reasonable knowledge and understanding of the terms and conditions of Plaintiff's automobile insurance policy which was given to Defendant Firm by Plaintiff on or about September 15, 2014, before advising Plaintiff to settle her claim against Petlichkoff;

F. To recognize that where the written insurance policy's terms and conditions conflict with an oral representation by an employee of the insurance company, the written insurance policy's terms should be considered as controlling; and

G. To represent Plaintiff zealously and to seek to achieve her legal objectives to the extent permitted by law.

38. Defendant Firm and its lawyers violated said duties and responsibilities to Plaintiff and failed to comport themselves in conformity with the standard of care for lawyers practicing in the State of Michigan, as follows:

A. Defendant Firm failed to possess a reasonable knowledge of the facts of Plaintiff's matter before providing legal advice to Plaintiff in or about March, 2015, that she should execute the settlement agreement and release regarding the Accident;

B. Defendant Firm failed to possess a reasonable knowledge of the terms and conditions of Plaintiff's automobile insurance policy, including, but not limited to Plaintiff's insurance policy's under-insured motorist bodily injury coverage and that said under-insured motorist bodily injury coverage does not apply if Plaintiff or Defendant Firm settled the Accident case without Farmers' written consent;

C. Defendant Firm failed to undertake reasonable investigation of Plaintiff's insurance coverage for under-insured motorists, including, prior to advising Plaintiff to settle her accident case with Petlichkoff, reading the full contents of Plaintiff's automobile insurance policy and understanding its terms and conditions;

D. Defendant Firm negligently and improperly advised Plaintiff that she should sign the settlement release with Petlichkoff to obtain a recovery from him without first having written consent from her own insurance company; and

E. Defendant Firm negligently and improperly advised Plaintiff that she did not have under-insured motorist bodily injury coverage despite the fact that a reasonable reading of her automobile insurance policy, coupled with the declarations attached to said insurance policy, made it clear that she had under-insured motorist bodily injury coverage

in an amount of \$100,000.00, less the \$20,000.00 insurance coverage which Petlichkoff had for liability for bodily injury.

39. As a direct and proximate result of said failures by Defendant Firm, Plaintiff suffered damages, including, but not limited to, the following:

A. Loss of benefits from her under-insured motorist coverage in the amount in excess of Eighty Thousand Dollars (\$80,000.00);

B. Interest which would have accrued on said amount;

C. Embarrassment, humiliation, mortification;

D. Mental anguish; and

E. Such other damages as are identified during the course of discovery.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in her favor against Defendant Firm in an amount exceeding Twenty-Five Thousand Dollars (\$25,000.00), and an additional amount for costs, interest, attorney fees, exemplary damages, and such other and further relief as may be deemed appropriate.

## COUNT II

[Legal Malpractice - Michael J. Morse]

40. Plaintiff realleges, as if recited *verbatim*, each and every allegation contained in ¶¶1-39 of this Complaint.

41. Defendant Morse, as owner of Defendant Firm, and its President, Secretary, Treasurer, and Director, is responsible for the supervision of Defendant Firm and its lawyers and support staff.

42. Defendant Morse owed Plaintiff the following duties and responsibilities:

A. To supervise all of the employees of Defendant Firm working on her case;

B. To reasonably supervise the employees of Defendant Firm working on her case to ensure that they

i. Act competently and diligently;

ii. Have a reasonable knowledge of the facts of Plaintiff's matter before providing legal advice to Plaintiff concerning said matter;

iii. Have a reasonable knowledge of the damages which were reasonably recoverable in Plaintiff's matter, whether from Petlichkoff or from Plaintiff's insurance company, before providing legal advice to the Plaintiff concerning said damages;

iv. Have a reasonable knowledgeable as to the law concerning Plaintiffs' matter before providing legal advice to the Plaintiffs concerning the matter;

v. Read fully and have a reasonable knowledge and understanding of the terms and conditions of Plaintiff's automobile insurance policy which was given to them by Plaintiff on or about September 15, 2014, at the time of retention;

vi. Recognize that where the written insurance policy's terms and conditions conflict with an oral representation by an employee of the insurance company, the written insurance policy's terms should be considered as controlling; and

vii. Represent Plaintiff zealously and to seek to achieve her legal objectives to the extent permitted by law.

43. Defendant Morse violated said duties and responsibilities and failed to comport himself with the standard of care for lawyers practicing in the State of Michigan, as follows:

A. In supervision of Defendant Firm and its lawyers, he failed to reasonably ensure that Defendant Firm's lawyers representing Plaintiff possessed a reasonable knowledge of the facts of Plaintiff's matter before providing legal advice to Plaintiff in or about March, 2015, that she should execute the settlement agreement and release offered by Petlichkoff;

B. In supervision of Defendant Firm and its lawyers, he failed to reasonably ensure that Defendant Firm's lawyers representing Plaintiff possessed a reasonable knowledge of the terms and conditions of Plaintiff's automobile insurance policy, including, but not limited to Plaintiff's insurance policy's under-insured motorist bodily injury coverage in an amount, as to the Accident, of One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and that under-insured motorist bodily injury coverage does not apply if Plaintiff or Defendant Firm settled the Accident case without Farmers' written consent;

C. In supervision of Defendant Firm and its lawyers, he failed to reasonably ensure that Defendant Firm's lawyers representing Plaintiff undertook reasonable investigation of Plaintiff's insurance coverage for under-insured motorist bodily injury, including, prior to advising Plaintiff to settle her accident case with Petlichkoff, reading the full contents of Plaintiff's automobile insurance policy and understanding its terms and conditions.

D. In supervision of Defendant Firm and its lawyers, he failed to reasonably ensure that Defendant Firm's lawyers representing Plaintiff undertook reasonable investigation of Plaintiff's insurance coverage for under-insured motorist bodily injury, including, prior to advising Plaintiff to settle her accident case with Petlichkoff, obtaining written consent from her own insurance company for said settlement; and

E. In supervision of Defendant Firm and its lawyers, he failed to reasonably ensure that Defendant Firm's lawyers representing Plaintiff undertook reasonable investigation of Plaintiff's insurance policy, to ascertain that Plaintiff did have under-insured motorist bodily injury coverage, inasmuch as a reasonable reading of her automobile insurance policy, coupled with the declarations attached to said insurance policy, made it clear that she had under-insured motorist bodily injury coverage in an amount of \$100,000.00, less the \$20,000.00 coverage which Petlichkoff had for liability for bodily injury.



44. As a direct and proximate result of said failures by Defendant Firm, Plaintiff suffered damages, including, but not limited to, the following:

- A. Loss of benefits from her under-insured motorist coverage in the amount in excess of Eighty Thousand Dollars (\$80,000.00);
- B. Interest which would have accrued on said amount;
- C. Embarrassment, humiliation, mortification;
- D. Mental anguish; and
- E. Such other damages as are identified during the course of discovery.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in her favor against Defendant Firm in an amount exceeding Twenty-Five Thousand Dollars (\$25,000.00), and an additional amount for costs, interest, attorney fees, exemplary damages, and such other and further relief as may be deemed appropriate.

Dated: June 27, 2017

SCHWARTZ, PLLC

By: /s/ Michael Alan Schwartz  
MICHAEL ALAN SCHWARTZ, P-30938  
Attorney for Plaintiff  
30300 Northwestern Highway, Suite 113  
Farmington Hills, Michigan 48334  
Phone: (248) 932-0100

**JURY DEMAND**

Plaintiff demands a trial by jury of all issues so triable.

Dated: June 27, 2017

SCHWARTZ, PLLC

By: /s/ Michael Alan Schwartz  
MICHAEL ALAN SCHWARTZ, P-30938  
Attorney for Plaintiff  
30300 Northwestern Highway, Suite 113  
Farmington Hills, Michigan 48334  
Phone: (248) 932-0100

# **Exhibit “A”**

UNDERWRITTEN BY FARMERS INSURANCE EXCHANGE  
AN INTER-INSURANCE EXCHANGE, HEREIN CALLED THE COMPANY  
P.O. BOX 2910 SHAWNEE, KS 66201



**FARMERS**

Policy Type: Auto

DECLARATIONS

Transaction Type: OFFER OF RENEWAL

This Declarations Page contains important information about your policy. Please keep it in a safe place.

**NAMED INSURED:**

FATME AMINE  
6210 N WAVERLY ST  
DEARBORN HTS MI 48127-3251

**This is not a bill**

Your bill, with the amount of your first scheduled payment, will be mailed separately.

Policy Edition Number:

02

POLICY NUMBER:

19731-27-11

Effective: 12:00 Noon on 04-30-2014

Expiration: 12:00 Noon on 10-30-2014

**YOUR AGENT:**

MANSOOR ISA  
Phone: (313) 903-9038  
Email: misa@farmersagent.com

**Premiums/Fees**

Policy Premium Total: \$ 806.70

Fees\* (in addition to premium above)

\*See information on Additional Fees on the reverse

**YOUR HOUSEHOLD DRIVERS**

Driver on Policy	Driver Status	Marital Status	Date of Birth	Driver License No.
FATME AMINE	RATED	SINGLE	**.-.-1991	*****86

**YOUR VEHICLE DESCRIPTIONS**

Details	Vehicle 1
Year	2000
Make	FORD
Model	TAURUS 4D SE
VIN #	1FAFP33273A215581
Rating ZIP	48127
Garaging ZIP	
Usage	Non-Business
Lienholder or Other Interest	
Discounts	TRANSFER PAID IN FULL, EARLY SHOPPING

**YOUR POLICY COVERAGES / FEES**

Coverage/Fees	Limits (these apply at a policy level)	PREMIUMS Vehicle 1
Bodily Injury Liability	\$ 100,000 Each Person/\$ 300,000 Each Occurrence	\$ 122.30
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 51.10
Personal Injury Protection	\$ 500 Each Person	\$ 447.10
Property Protection Insurance		\$ 19.20
Comprehensive		NOT COVERED
Collision		NOT COVERED
MCCA Assessment Recoupment		\$ 93.00
Statutory Assessment Recoupment		\$ 142.00
Fees Per Vehicle		
Uninsured Motorist Bodily Injury	\$ 100,000 Each Person/\$ 300,000 Each Occurrence	A charge of \$ 36.00 for this coverage applies per policy.
Policy Premium Total* (not including fees)		\$ 806.70

\*See information on Additional Fees on the reverse

## YOUR DEDUCTIBLES AND LIMITS BY VEHICLE

Coverage	Vehicle 1
Comprehensive	NOT COVERED
Collision	NOT COVERED
For any coverage limit not shown, see applicable endorsement.	

## ENDORSEMENTS - THESE ARE MODIFICATIONS TO YOUR COVERAGE

Endorsement	Edition	Title Description	Applies to Vehicle
J6489	1ST	AMENDED BUSINESS USE EXCLUSION	1
J6490	1ST	END ADDING REGULAR AND FREQUENT USE EXCLUSION	1
J6491	1ST	END AMENDING CUSTOMIZING EQUIPMENT EXCLUSION	1
J6553	1ST	PART I - LIABILITY - OTHER INSURANCE END	1
J6674	1ST	CUSTOMIZING EQUIPMENT ENDORSEMENT	1
J6774	1ST	END AMENDING DEFINITIONS - PART IV - DAMAGE	1
J6792	1ST	ENDORSEMENT REGARDING RECIPROCAL PROVISIONS	1
J6934	1ST	LOSS PAYABLE PROVISIONS ENDORSEMENT	1
M1020	1ST	PERSONAL PROTECTION DEDUCTIBLE ENDORSEMENT	1
M1026	3RD	END AMENDING DEFINITIONS - PART I - LIABILITY	1
M1032	1ST	END MAKING PERSONAL PROTECTION (HS EXCESS	1
M1033	1ST	END AMENDING PART III - NO FAULT COVERAGE	1
M1034	1ST	PRO-RATA REFUND END (YOUR E-Z CAR POLICY)	1
M1035	1ST	END AMENDING FUNERAL BENEFITS - NO FAULT	1
M1046	1ST	ENDORSEMENT AMENDING PART - II UNINSURED MOTORIST	1

## OTHER INFORMATION

## Messages

THE ATTORNEY-IN-FACT (AIF) OR MANAGEMENT FEE FOR YOUR RENEWED POLICY WILL NEVER EXCEED 20% OF THE POLICY'S PREMIUMS AND WILL BE PAID OUT OF THE PREMIUMS. YOU MAY WISH TO CONSIDER THIS INFORMATION IN DECIDING WHETHER TO ACCEPT OR DECLINE THIS OFFER TO RENEW YOUR POLICY.

WARNING: When a named excluded person operates a vehicle, all liability coverage is void - no one is insured. Owners of the vehicle and others legally responsible for the acts of the named excluded person remain fully personally liable.

PLEASE CONTACT YOUR FARMERS AGENT FOR A FREE FARMERS FRIENDLY REVIEW TO ENSURE THAT YOUR FAMILY IS PROPERLY PROTECTED AND THAT YOU ARE RECEIVING ALL OF THE DISCOUNTS/CREDITS, COVERAGES AND PACKAGE POLICIES AVAILABLE.

VEHICLE 1 - COVERAGE FOR M1032 IS \$3

## Information on Additional Fees

The "Fees" stated in the "Premium/Fees" box in the front apply on a per-policy, not an account basis. The following additional fees also apply:

- A. **Installment Service Charge** per installment (in consideration of our agreement to allow you to pay in installments):
- For Monthly Recurring Electronic Funds Transfer (EFT) and fully enrolled online billing (paperless): \$ 0.00 per account
  - For other Monthly EFT plans: \$ 2.00 per account
  - For all other payment plans: \$ 5.00 per account

If this account is for more than one policy, changes in these fees are not effective until the revised fee information is provided for each policy.

- B. **Late Fee:** \$10.00 per account

- C. **Returned Payment Charge:** \$25.00 per check, electronic transaction, or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account

- D. **Reinstatement Fee:** \$25.00 per policy

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

Countersignature

Authorized Representative

**FARMERS**

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ANY ADDITIONAL PROVISIONS AFFECTING YOUR POLICY ARE ATTACHED AS "ENDORSEMENTS."

This policy is a legal contract between you (the policyholder) and us (the Company).

**READ YOUR POLICY CAREFULLY**

THIS PAGE LEFT  
INTENTIONALLY BLANK.

**AGREEMENT**

We agree with you, in return for your premium payment, to insure you subject to all the terms of this policy. We will insure you for the coverages and the limits of liability shown in the Declarations of this policy.

**DEFINITIONS**

Throughout this policy, "you" and "your" mean the "named insured" shown in the Declarations and spouse if a resident of the same household. "We", "us" and "our" mean the Company named in the Declarations which provides this insurance. In addition, certain words appear in bold type. They are defined as follows:

**Accident or occurrence** means a sudden event, including continuous or repeated exposure to the same conditions, resulting in **bodily injury or property damage** neither expected nor intended by the insured person.

**Bodily injury** means bodily injury to or sickness, disease or death of any person.

**Code** means Chapter 31 of the Michigan Insurance Code.

**Damages** are the cost of compensating those who suffer **bodily injury or property damage** from an **accident**.

**Family member** means a person related to you by blood, marriage or adoption who is a resident of your household.

**Occupying** means in, on, getting into or out of.

**Private Passenger Car** means a four wheel land motor vehicle of the private passenger or station wagon type actually licensed for use upon public highways. It includes any motor home with no more than six wheels and not used for business purposes.

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

**State** means the District of Columbia and any state, territory or possession of the United States, or any province of Canada.

**Utility car** means a land motor vehicle having at least four wheels actually licensed for use upon public highways, with a rated load capacity of not more than 2,000 pounds, of the pickup, panel or van type. This does not mean a vehicle used in any business or occupation other than farming or ranching. However, it does include a newly acquired or replacement vehicle of the same type if its usage is the same as the **utility car** described in the Declarations.

**Utility trailer** means a vehicle designed to be towed by a **private passenger car** and includes a farm wagon or farm implement while towed by a **private passenger car** or **utility car**. It does not include a trailer used as an office, store, display or passenger trailer.

**Your insured car** means:

1. The vehicle described in the Declarations of this policy or any **private passenger car** or **utility car** with which you replace it. You must advise us within 30 days of any change of **private passenger car** or **utility car**. If your policy term ends more than 30 days after the change, you can advise us anytime before the end of that term.
2. Any additional **private passenger car** or **utility car** of which you acquire ownership during the policy period.

Provided that:

- a. You notify us within 30 days of its acquisition, and
- b. As of the date of acquisition, all **private passenger** and **utility cars** you own are insured with a member company of the Farmers Insurance Group of Companies.

Ownership shall include the written leasing of a **private passenger** or **utility car** for a continuous period of at least six months.

3. Any **utility trailer**:

- a. That you own, or
- b. While attached to your **insured car**.

4. Any **private passenger car**, **utility car** or **utility trailer** not owned by you or a **family member** while being temporarily used as a substitute for any other vehicle described in this definition because of its withdrawal from normal use due to breakdown repair, servicing, loss or destruction.

**WHAT TO DO IN CASE OF ACCIDENT****Notice**

In the event of an **accident**, or loss, notice must be given to us promptly. The notice must give the time, place and circumstances of the **accident**, or loss, including the names and addresses of injured persons and witnesses.



**Other Duties**

A person claiming any coverage of this policy must also:

1. Cooperate with us and assist us in any matter concerning a claim or suit.
2. Send us promptly any legal papers received relating to any claim or suit.
3. Submit to physical examinations at our expense by doctors we select as often as we may reasonably require.
4. Authorize us to obtain medical and other records.
5. Provide any written proofs of loss we require.
6. Notify police within 24 hours and us within 30 days if a hit-and-run motorist is involved and an uninsured motorist claim is to be filed.
7. If claiming car damage coverage:
  - a. Take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay reasonable expenses incurred in providing that protection.
  - b. Promptly report the theft of the vehicle to the police.
  - c. Allow us to inspect and appraise the damaged vehicle before its repair or disposal.
8. Submit to examination under oath upon our request.

**PART I - LIABILITY****Coverage A - Bodily Injury****Coverage B - Property Damage**

We will pay damages for which any insured person is legally liable because of bodily injury to any person and property damage arising out of the ownership, maintenance or use of a private passenger car, a utility car, or a utility trailer.

We will defend any claim or suit asking for these damages. We may settle when we consider it appropriate.

We will not defend any suit or make additional payments after we have paid the limit of liability for the coverage.

We will also pay for damages which an insured person becomes legally obligated to pay for damage to a motor vehicle as required and limited by Section 3135 (2) (d) of the Code.

**Additional Definitions Used In This Part Only**

Insured person as used in this part means:

1. You or any family member.
2. Any person using your insured car.
3. Any other person or organization with respect only to legal liability for acts or omissions of:
  - a. Any person covered under this part while using your insured car.
  - b. You or any family member covered under this part while using any private passenger car, utility car, or utility trailer other than your insured car if not owned or hired by that person or organization.

Insured person does not mean:

1. The United States of America or any of its agencies.
2. Any person for bodily injury or property damage arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
3. Any person who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.

Your insured car, as used in this part, shall also include any other private passenger car, utility car, or utility trailer not owned by or furnished or available for the regular use of you or a family member. But no vehicle shall be considered as your insured car unless there is sufficient reason to believe that the use is with permission of the owner, and unless it is used by you or a family member.

### Supplementary Payments

In addition to our limit of liability, we will pay these benefits as respects an **insured person**:

1. All costs we incur in the settlement of any claim or defense of any suit.
2. Interest, including prejudgment interest, awarded against you. Interest is computed from the date the claim against you was filed.
3. a. Premiums on appeal bonds on any suit we defend.  
b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.  
c. Up to \$300 for the cost of bail bonds required because of accident or traffic law violation arising out of use of **your insured car**.

We are not obligated to pay for or furnish any of the above bonds.

4. Actual loss of wages or salary up to \$50 a day, but not other income, when we ask you to attend a trial or hearing.
5. Expenses you incur for immediate medical and surgical treatment for others necessary at the time of the accident resulting in **bodily injury** covered by this part.
6. Other reasonable expenses incurred at our request.

### Exclusions

This coverage does not apply to:

1. **Bodily injury or property damage** arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. **Bodily injury or property damage**:  
a. Caused intentionally by or at the direction of an **insured person**, or  
b. Arising from any occurrence caused by an intentional act of an **insured person** where the results are reasonably foreseeable.
3. **Bodily injury or property damage** with respect to which any person is an insured under nuclear energy insurance. This exclusion applies even if the limits of that insurance are exhausted.
4. **Bodily injury** to an employee of an **insured person** arising in the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' or workmen's compensation benefits are required.
5. **Bodily injury or property damage** for any person while employed or otherwise engaged in the business or occupation of transporting, selling, repairing, servicing, storing or parking of vehicles designed for use mainly on public highways, including road testing or delivery.  
This exclusion does not apply to the ownership, maintenance or use of **your insured car** by you, any family member, or any partner, agent or employee of you or any family member. This exclusion also does not apply to any other person who does not have other insurance available to him with limits equal to at least those of the Michigan Financial Responsibility Law. In such event, the insurance afforded that person will be limited to the requirements of the Michigan Financial Responsibility Law.
6. **Bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle by any person employed or otherwise engaged in a business other than the business described in Exclusion 5. This exclusion does not apply to the maintenance or use of a:  
a. Private passenger car.  
b. Utility car that you own, if rated as a private passenger car, or  
c. Utility trailer used with a vehicle described in a. or b. above.
7. Damage to property owned or being transported by an **insured person**.
8. Damage to property rented to, or in the charge of, an **insured person** except a residence or private garage not owned by that person.
9. **Bodily injury or property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
10. **Bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by or furnished or available for regular use by you or a family member.

11. a. Liability for bodily injury to an insured person.  
b. Liability to any person or organization because of bodily injury to you.
12. Liability assumed under any contract or agreement except liability of others you assume in a written contract relating to the use of an auto you do not own.
13. Liability arising from the sponsoring or taking part in any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.
14. Bodily injury or property damage arising out of the ownership, maintenance, or use by any person of a vehicle in which you have transferred full ownership interest but the transfer does not comply with the transfer of ownership provisions of the state motor vehicle law.

#### Limits of Liability

The limits of liability shown in the Declarations apply subject to the following:

1. The bodily injury liability limit for "each person" is the maximum for bodily injury sustained by one person in any occurrence. Any claim for loss of consortium or injury to the relationship arising from this injury shall be included in this limit.  
If the financial responsibility law of the place of the accident treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.
2. Subject to the bodily injury liability limit for "each person" the bodily injury liability limit for "each occurrence" is the maximum combined amount for bodily injury sustained by two or more persons in any occurrence.
3. The property damage liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
4. We will pay no more than the maximum limits provided by this policy regardless of the number of vehicles insured, insured persons, claims, claimants, policies, or vehicles involved in the occurrence.

#### Out of State Coverage

An insured person may become subject to the financial responsibility law, compulsory insurance law or similar law of another state or in Canada. This can happen because of the ownership, maintenance or use of your insured car when you travel outside of Michigan. We will interpret this policy to provide any broader coverage required by those laws, except to the extent that other liability insurance applies. No person may collect more than once for the same elements of loss.

#### Conformity with Financial Responsibility Laws

When we certify this policy as proof of financial responsibility, it will comply with the law to the extent of the coverage required by the Code.

#### Other Insurance

If there is other applicable Auto Liability Insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.

We will not provide insurance for a person, other than you or a family member if that person has other insurance applicable to a loss covered by this part with limits equal to at least those of the Michigan Financial Responsibility Law. If there is no other insurance then the insurance provided to that person will be limited to the requirements of the Michigan Financial Responsibility Law.

Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

## PART II - UNINSURED MOTORIST

### Coverage C - Uninsured Motorist Coverage

We will pay all sums which an insured person is legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured person. The bodily injury must be caused by accident and arise out of the ownership, maintenance or use of the uninsured motor vehicle.

Determination as to whether an **insured person** is legally entitled to recover **damages** or the amount of **damages** shall be made by agreement between the **insured person** and us. If no agreement is reached, the decision will be made by arbitration.

### **Additional Definitions Used In This Part Only**

As used in this part:

**1. Insured person means:**

- a. You or a **family member**.
  - b. Any other person while **occupying your insured car**.
  - c. Any person for **damages** that person is entitled to recover because of **bodily injury** to you, a **family member**, or another occupant of **your insured car**.
- But, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission of the owner.

**2. Motor vehicle means** a land motor vehicle or a trailer but does not mean a vehicle:

- a. Operated on rails or crawler-treads.
- b. Which is a farm type tractor, or any equipment designed or modified for use principally off public roads while not on public roads.
- c. Located for use as a residence or premises.

**3. Uninsured motor vehicle means** a motor vehicle which is:

- a. Not insured by a **bodily injury** liability bond or policy at the time of the **accident**.
- b. Insured by a **bodily injury** liability bond or policy at the time of the **accident** which provides coverage in amounts less than the limits of Uninsured Motorist Coverage shown in the Declarations.
- c. A hit-and-run vehicle whose operator or owner has not been identified and which strikes:
  - (1) You or any **family member**,
  - (2) A vehicle which you or a **family member** are occupying.
  - (3) **Your insured car**,
- d. Insured by a **bodily injury** liability bond or policy at the time of the **accident** but the Company denies coverage or is or becomes insolvent.

**4. Uninsured motor vehicle, however, does not mean a vehicle:**

- a. Owned by or furnished or available for the regular use of you or any **family member**.
- b. Owned or operated by a self-insured as contemplated by any financial responsibility law, motor carrier law, or similar law.
- c. Owned by a governmental unit or agency.

### **Exclusions**

This coverage shall not apply to the benefit of any insurer or self-insurer under any worker's or workmen's compensation law, or directly to the benefit of the United States, or any state or any political subdivision. This coverage does not apply to **bodily injury** sustained by a person:

- 1. While **occupying** any vehicle owned by you or a **family member** for which insurance is not afforded under this policy or through being struck by that vehicle.
- 2. If that person or the legal representative of that person makes a settlement without our written consent.
- 3. While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
- 4. If the injured person was **occupying** a vehicle you do not own which is insured for this coverage under another policy.

### **Limits of Liability**

The limits of liability shown in the Declarations apply subject to the following:

- 1. The limit for "each person" is the maximum for **bodily injury** sustained by any person in any one **occurrence**. Any claim for loss of consortium or injury to the relationship arising from this injury shall be included in this limit.

- If the financial responsibility law of the place of the accident treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.
2. Subject to the limit for "each person," the limit for "each occurrence" is the maximum combined amount for **bodily injury** sustained by two or more persons in any one occurrence.
  3. Subject to the law of the state of the occurrence, we will pay no more than these maximums regardless of the number of vehicles insured, **insured persons**, claims, claimants, policies, or vehicles involved in the occurrence.

#### Other Insurance

1. We will pay under this coverage only after the limits of liability under any applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.
2. The amount of Uninsured Motorist Coverage we will pay under Additional Definitions 3b shall be reduced by the amount of any other **bodily injury** coverage available to any party held to be liable for the accident.
3. Except as provided in paragraph 2 above, if any other collectible insurance applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.
4. We will not provide insurance for a vehicle other than your **insured car**, unless the owner of that vehicle has no other insurance applicable to this part.
5. If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

#### Arbitration

If an **insured person** and we do not agree (1) that the person is legally entitled to recover **damages** from the owner or operator of an **uninsured motor vehicle**, or (2) as to the amount of payment under this part, either that person or we may demand that the issue be determined by arbitration.

In that event, an arbitrator will be selected by the **insured person** and us. If agreement on an arbitrator cannot be reached within (30) days, the judge of a court having jurisdiction will appoint the arbitrator. The expense of the arbitrator and all other expenses of arbitration will be shared equally. Attorney's fees and fees paid for the witnesses are not expenses of arbitration and will be paid by the party incurring them.

The arbitrator shall determine (1) the existence of the operator of an **uninsured motor vehicle**, (2) that the **insured person** is legally entitled to recover **damages** from the owner or operator of an **uninsured motor vehicle**, and (3) the amount of payment under this part as determined by this policy or any other applicable policy.

Unless the parties otherwise agree, arbitration will take place in the county where the **insured person** lives. Local court rules governing procedures and evidence will apply. The decision in writing of the arbitrator will be binding subject to the terms of this insurance.

Formal demand for arbitration shall be filed in a court of competent jurisdiction. The court shall be located in the county and state of residence of the party making the demand. Demand may also be made by sending a certified letter to the party against whom arbitration is sought, with a return receipt as evidence.

#### PART III - NO-FAULT

##### Coverage D - Personal Protection Insurance and

##### Property Protection Insurance Coverage

We agree to pay in accordance with the Code the following benefits to or for an **insured person** who suffers **bodily injury** arising out of the ownership, operation, maintenance or use of a **motor vehicle** as a **motor vehicle**. In the event of death of the **insured person** benefits are paid to his or her dependent survivor.

We agree to pay in accordance with the Code for **property damage** caused by accident and arising out of the ownership, operation, maintenance or use of your **insured car** as a **motor vehicle**. The accident must occur in the State of Michigan.

#### Benefits

##### 1. Allowable Medical Expenses

We will pay reasonable expenses incurred for necessary medical services required for an **insured person's** care, recovery or rehabilitation.

## 2. Work Loss Benefits

Loss of income from work an **insured person** would have performed if that person had not been injured. We will pay reasonable expenses incurred in obtaining ordinary and necessary services an **insured person** would have performed for the benefit of that person or dependent not for income.

## 3. Survivor's Loss Benefits

Loss of money or tangible things of economic value that the **dependent survivors** of the deceased would have received for support at the time of death. We will pay expenses reasonably incurred by **dependent survivors** in obtaining ordinary and necessary services the deceased would have performed for their benefit.

### Additional Definitions Used In This Part Only

**Dependent Survivor(s)** means the surviving spouse, if residing in the same household at the time of death or if dependent upon the deceased at the time of death. Dependency ends upon death or remarriage of the surviving spouse.

Any person who was dependent upon the deceased at the time of death and is: under the age of 18 years, or physically or mentally incapacitated from earning or engaged full-time in a formal program of academic or vocational training. Dependency ends upon the death of the **dependent survivor**.

**Insured person** as used in this part means: you or any **family member**, any other person occupying your **insured car**, or injured as a result of an accident involving any other **motor vehicle** which is being operated by you or a **family member**, and to which the **bodily injury** liability insurance of the policy applies.

**Motor Vehicle** means a vehicle, including a trailer, with more than two wheels required to be registered in Michigan. The **motor vehicle** must be operated, or designed for operation upon a public highway by power other than muscular power which has more than two wheels.

**Your Insured Car** means the vehicle described in the declarations for which the **Liability Insurance** of this policy applies, and which security under the provisions of the **Code** is required; or a **motor vehicle** to which the **Liability Insurance** of this policy applies, if it does not have the security required by the **Code**, and is operated but not owned, by you or a **family member**;

A **utility trailer** with more than two wheels designed for use with a **private passenger car** that is owned by you or any **family member** if it does not have the security required by the **Code**;

A **utility trailer** with less than three wheels for the purpose of allowable medical expenses only.

## Exclusions

This coverage does not apply to **bodily injury** sustained by:

1. Any person using a **motor vehicle** taken unlawfully unless that person had reason to believe that there was permission to take and use that **motor vehicle**;
2. Any person, other than you or a **family member**, not occupying a **motor vehicle** if the accident occurs outside the State of Michigan;
3. You while occupying, or through being struck by while not occupying, a **motor vehicle** owned or registered by you and which is not an **insured motor vehicle**.

This exclusion does apply to Additional Work Loss Benefits if provided by this policy in excess of the limit provided by any insurance covering the **motor vehicle** in which the injury was sustained.

4. A **family member** while occupying, or through being struck by while not occupying a **motor vehicle**, if the **family member** is the owner or registrant of that **motor vehicle** and has failed to maintain security required by the **Code** on that **motor vehicle**.
5. Any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked **motor vehicle**, unless
  - (a) the **motor vehicle** was parked in such a way as to cause unreasonable risk of the **bodily injury** which occurred, or
  - (b) **bodily injury** was a direct result of physical contact with
    - (i) equipment permanently mounted on the **motor vehicle** while the equipment was being operated or used, or
    - (ii) property being lifted onto or lowered from the **motor vehicle** in the loading or unloading process, or
  - (c) the person was occupying the **motor vehicle**.

Exceptions (b) and (c) to this exclusion do not apply if Michigan workers disability compensation benefits are available to any employee who sustains **bodily injury** in the course of his or her employment while loading or unloading or doing mechanical work on a **motor vehicle**, unless the injury arises from the use or operation of another vehicle.

6. Any person while **occupying a motor vehicle** located for use as a residence or premises;
7. Any person while **occupying a motor vehicle** operated in the business of transporting passengers for which security is maintained as required by the Code, unless the **motor vehicle** is an insured **motor vehicle** or the person is a passenger in:
  - a school bus,
  - a bus operated as a common carrier,
  - a bus operated under a government sponsored transportation program,
  - a bus operated by or providing service to a non-profit organization, or
  - a taxicab;
8. You or a **family member** while **occupying a motor vehicle** owned or registered by their employer for which security is maintained as required under the provisions of the Code.
9. Any **family member** entitled to Personal Protection Insurance Benefits under the terms of any other policy.
10. Any person other than you or any **family member** entitled to Personal Protection Insurance Benefits under the terms of any other policy.
11. The owner or registrant of a **motor vehicle** involved in the accident who has failed to maintain security on that **motor vehicle** as required by the Code.

This insurance does not apply to **bodily injury** or **properly damage**:

suffered intentionally or caused intentionally by any person claiming benefits.

This insurance does not apply to **property damage**:

1. to any vehicle and its contents, including utility trailers, designed for operation upon a public highway by power, other than muscular power, unless the vehicle is parked so as not to cause unreasonable risk of the **property damage** which occurred;
2. to any property owned by you or a **family member**;
3. to the property of any person who is using the insured **motor vehicle** without your express or implied consent;
4. to any utility transmission lines, wires or cables arising from the failure of a municipality, utility company, or cable television company to comply with the requirements of Michigan Law.

### **Limits of Liability**

#### **Personal Protection Insurance**

Our liability for Personal Protection Insurance Benefits payable to or on behalf of any one person who sustains **bodily injury** in any one **motor vehicle** accident is limited as follows:

#### **Allowable Medical Expenses**

Shall include reasonable and customary charges for semi-private hospital accommodations except when the insured person requires special care. The maximum charges payable for funeral and burial expenses shall not exceed \$1,000.

#### **Work Loss Benefits**

Shall include payment for loss of income from work an insured person would have performed if he or she had not been injured and within three years of the date of the accident. Payment of loss of service benefits shall not exceed \$20 per day.

Benefits payable for loss of income from work shall be reduced by 15%. If the insured person's income tax advantage is less than 15% the actual percentage shall apply. After application of the above limits, the combined amount payable for work loss in any 30-day period and the income earned shall not exceed the maximum amount established under the Code. For any period less than 30 days the combined total limit shall be reduced pro rata.

Any amount payable by us to the insured person for loss of income from work shall be reduced by any amount payable under the Worker's Compensation or any similar medical or disability benefits insurance or law. No person shall recover duplicate benefits for the same loss.

**Survivors' Loss Benefits**

Shall include payment for loss which occurs after the death of the insured person and within three years of the date of the accident. Payment of loss of service benefits shall not exceed \$20 per day. After the above limits are included the combined amount payable in any 30 day period for Survivors' Loss shall not exceed the maximum amount established under the Code.

We will reduce benefits payable under this coverage by benefits provided or required to be provided under the laws of any state or federal government.

**Property Protection Coverage**

Regardless of the number of vehicles insured, insured persons, claims, claimants, policies or vehicles involved the Limit of Our Liability under this coverage for all property damage from one accident shall not exceed \$1,000,000. Payment is limited to the lesser of reasonable repair costs or replacement costs less depreciation and, where applicable, the value of loss of use.

**Other Insurance****Personal Protection Insurance**

The total amount an insured person shall recover under all applicable policies shall not exceed the limit provided by the single policy with the highest limit of liability.

This insurance shall be excess over that provided under No Fault Automobile Laws of any other state if the accident causing injury occurs outside Michigan.

No insured person shall recover duplicate benefits for the same elements of loss, or more than the monthly benefits payable under the Code, except for any Additional Work Loss amount to which an insured person is otherwise entitled to under this policy.

**Reimbursement and Trust Agreement**

In the event of any payment under this insurance, we are entitled to all the rights of recovery of the person to whom payment was made against another. That 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 loss to prejudice our rights.

When a person has been paid damages by us under this insurance and also recovers from another, the amount recovered from the other shall be held by that person in trust for us and be reimbursed to us to the extent of our payment.

**Voluntary Arbitration**

If we and any insured person do not agree that the insured person is legally entitled to recover damages or as to the amount of damages payable under Personal Protection Insurance Benefits, then we and the insured person may agree in writing that the issue be determined by arbitration. In this event each party shall select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator. If they cannot agree within 30 days then, upon our request or the request of the insured person, a third arbitrator shall be selected by a judge of a court of record in the county and state in which such arbitration is pending.

The arbitrators shall then hear and determine the issues in dispute, and the decision in writing of any two arbitrators shall be binding upon the insured person and us. Each party will pay the expense it incurs and bear the expense of the third arbitrator and all other expenses of the arbitration equally. Fees paid to medical or other expert witnesses are not considered to be expenses of arbitration, but are to be borne by the party which incurs the expense.

Unless the parties otherwise agree, the arbitration shall be conducted in the county and state in which the insured person resides and in accordance with the usual rules governing procedure and admission or evidence in courts of law. All rights, remedies, obligations and limitations of the Code will apply to the arbitration.

**PART IV - DAMAGE TO YOUR CAR****Coverage F - Comprehensive**

We will pay for loss to your insured car caused by any accidental means except collision, less any applicable deductibles. Any deductible amount will apply separately to each loss.

Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is not deemed loss caused by collision. If breakage of glass results from a collision, you may elect to have it treated as loss caused by collision.



**Coverage G - Collision**

Coverage under this part is provided as designated in the Declarations and described below:

**LTD - Limited Collision**

We will pay for loss to your insured car when the operator of your insured car is not substantially at fault in the accident from which the damage arose.

This is less any applicable deductible.

**STD - Standard Collision**

We will pay for loss to your insured car caused by collision less any applicable deductibles. Any deductible shall apply separately to each loss.

**BRD - Broad Form Collision Waiver of Deductible**

We will pay for loss to your insured car caused by collision less any applicable deductible. You will not have to pay the deductible if your insured car is in a collision and the operator of your insured car is not substantially at fault in the accident from which the damage arose.

**Coverage H - Towing and Road Service**

We will pay for reasonable and necessary towing and labor costs incurred because of disablement of your insured car. The labor must be performed at the place of disablement.

**Additional Definitions Used In This Part Only**

As used in this part:

1. **Collision** means collision of your insured car with another object or upset of your insured car.
2. **Loss** means direct and accidental loss of or damage to your insured car, including its equipment.
3. **Your insured car** shall also include any other private passenger car, utility car, or utility trailer not owned by or furnished or available for the regular use of you or a family member. But no vehicle shall be considered as your insured car unless there is sufficient reason to believe that the use is with permission of the owner, and unless it is used by you or a family member.
4. **Substantially at fault** means a person's action or inaction was more than 50% of the cause of the accident.

**Supplementary Payments**

1. If you have comprehensive coverage, we will pay for transportation expenses incurred by you because of the total theft of your insured car. We will pay up to \$15 per day, but no more than \$450 each loss. This coverage begins 48 hours after the theft has been reported to us and to the police and ends when the car is returned to use or when we offer settlement for the loss.
2. We will pay up to but not more than, \$200 for loss of clothing or luggage in your insured car and belonging to you or a family member if the loss is caused by:
  - a. Collision of your insured car while covered by this policy.
  - b. Fire, lightning, flood, earthquake, explosion, falling aircraft, or theft of the entire insured car; and loss occurs to your insured car from the same cause while covered for comprehensive by this policy.

**Exclusions**

This coverage does not apply to loss:

1. To your insured car while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
3. Caused by theft to equipment designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting equipment. This applies to such equipment as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, radar detectors, television or scanning monitor receiver. It also applies to any electronic device incorporating any of this equipment, as well as accessories and antennas.

This exclusion does not apply to that equipment which is permanently installed in the opening of the dash or console of your insured car normally used by the motor vehicle manufacturer for the installation of a radio or sound reproducing device.

4. Caused by theft to tapes, records, reels, cassettes, cartridges, carrying cases or other devices for use with equipment designed for the reproduction of sound.
5. To a camper body, canopy or utility trailer owned by you or a family member and not described in the Declarations. But, coverage does apply to a camper body, canopy or utility trailer ownership of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.
6. To awnings, cabanas, or equipment designed to provide additional living facilities.
7. Due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the loss results from burning of wiring. Also coverage does apply if the loss results from the total theft of your insured car.
8. To a vehicle not owned by you when used in auto business operations.
9. During any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.
10. To a van, pickup, or panel truck due to increased cost of repair or replacement of the following furnishings or equipment:
  - a. Special carpeting, insulation, wall paneling, furniture or bars.
  - b. Facilities for cooking and sleeping including enclosures or bathroom facilities.
  - c. Height-extending roofs.
  - d. Murals, paintings or other decals or graphics.

#### Limits of Liability

Our limits of liability for loss shall not exceed the lowest of:

1. The actual cash value of the stolen or damaged property.
2. The amount necessary to repair or replace the property or parts with other of like kind and quality, less depreciation.
3. \$500 for a utility trailer not owned by you or a family member.

#### Payment of Loss

We may pay the loss in money or repair or replace damaged or stolen property. We may, at any time before the loss is paid or the property is replaced, return, at our expense, any stolen property either to you or to the address shown in the Declarations, with payment for the resulting damage. We may keep all or part of the property at the agreed or appraised value.

#### Appraisal and Voluntary Arbitration

You or we may demand appraisal of the loss if there is a disagreement as to the amount of the loss. If there is a disagreement as to whether the operator of your insured car, is substantially at fault, you and we may agree in writing that the issue be determined by arbitration.

In either case, each will appoint and pay a competent and disinterested person. The appointed persons or a judge of a court having jurisdiction, will appoint an umpire to decide any differences. Decisions of each appointed person will be stated separately. A decision in writing by any two will be final. You and we will share equally the other expenses including the cost of the umpire.

#### No Benefit to Bailee

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire liable for loss to your insured car.

#### Other Insurance

If there is other applicable similar insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This coverage does not apply to any substitute or non-owned car if there is similar coverage on it.

Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

**PART V - CONDITIONS****1. Policy Period and Territory**

This policy applies only to accidents, occurrences, and losses during the policy period shown in the Declarations which occur within the United States, its territories or possessions, or Canada, or while the car is being shipped between their ports.

**2. Changes**

This policy with the Declarations includes all agreements between you and us relating to this insurance. No other change or waiver may be effected in this policy except by endorsement, new Declarations or new policy issued by us.

The premium for each term of this policy is determined by information in our possession at the inception of that term. Any changes in this information which would affect the rating of your policy will allow us to make an additional charge or refund on a pro rata basis.

If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change. Policy terms which conflict with laws of Michigan are hereby amended to conform to such laws. When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in Michigan.

We may change this policy or replace it to conform to coverage currently in use. The change or new policy will be delivered to you, or mailed to you at your mailing address shown in the Declarations, at least 30 days before its effective date.

**3. Legal Action Against Us**

We may not be sued unless there is full compliance with all the terms of this policy. We may not be sued under the Liability Coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. No one shall have any right to make us a party to a suit to determine the liability of a person we insure.

**4. Transfer of Your Interest**

Interest in this policy may not be assigned without our written consent. But, if the insured named in the Declarations, or the spouse of the insured resident in the same household dies, the policy will cover:

- a. The survivor.
- b. The legal representative of the deceased person while acting within the scope of duties of a legal representative.
- c. Any person having proper custody of your insured car until a legal representative is appointed.

**5. Our Right to Recover Payment**

In the event of any payment under this policy, we are entitled to all the rights of recovery of the person to whom payment was made against another. That 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 loss to prejudice our rights.

When a person has been paid damages by us under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for us and reimbursed to us to the extent of our payment.

**6. Two or More Cars Insured**

With respect to any accident or occurrence to which this and any other auto policy issued to you by any member company of the Farmers Insurance Group of Companies applies, the total limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

**7. Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any insured person.

**8. Termination or Reduction of Coverage**

- a. Cancellation or reduction of coverage:

(1) You may cancel coverage or the entire policy by advising us when at a future date this cancellation is to be effective.

- (2) We may cancel coverage or the entire policy by mailing notice to you by certified mail, return receipt requested at the address shown in the Declarations or by delivering such notice:
- (a) Not less than 20 days prior to the effective date of cancellation provided we determine that you are an unacceptable risk within the first 55 days after policy is issued, and is not a renewal.
  - (b) not less than 30 days prior to the effective date of cancellation after the policy has been in effect 55 days or if the policy is a renewal.
- (3) Our right to cancel is limited after this policy has been in effect for 55 days or is a renewal. We can cancel if any person who regularly and frequently operates your insured car has had a driver's license suspended or revoked during the policy period and the suspension or revocation has become final.
- (4) For nonpayment of premium the above limitations are not applicable and this policy may be cancelled by mailing notice to you by first class mail not less than 10 days prior to the effective date of such cancellation.
- b. Nonrenewal
- We will mail to you at the address shown in the Declarations, or deliver to you, notice of nonrenewal not less than 20 days before the end of the policy period, if we decide not to renew or continue this policy.
- c. Automatic Termination
- This policy will automatically terminate at the end of the policy period if you or your representative do not accept our offer to renew it. Your failure to pay the required renewal premium as we require means that you have declined our offer.
- If other insurance is obtained on your insured car, any similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.
- d. Other Provisions
- (1) If different requirements for cancellation and nonrenewal or termination of policies become applicable because of the laws of Michigan, we will comply with those requirements.
  - (2) Mailing of a notice shall be sufficient proof of notice. We may deliver a notice instead of mailing it.
  - (3) The effective date and time stated on the notice for cancellation of the entire policy shall become the end of the policy period.
  - (4) The effective date and time stated on the notice for reductions of coverage or cancellation of a portion of the coverage, shall be the effective date of the change. The notice shall be part of the policy. It is an endorsement.
  - (5) Termination or change may result in a premium refund. If so, we will send it to you. Our making or offering of a refund is not a condition of cancellation.
- If you cancel, the refund will be computed in accordance with the customary short rate table and procedure.
- If we cancel or reduce coverage, the refund will be computed on a pro rata basis.

#### RECIPROCAL PROVISIONS

##### (Applicable Only If This Policy Is Issued by Farmers Insurance Exchange)

This policy is made and accepted in consideration of your premium payment to us. It is also in consideration of the power of attorney you signed as part of your application and the information you gave to us on your application. Some of your statements actually become a part of the policy which we call "The Declarations."

When you signed the power of attorney authority on your application, you authorized the Farmers Underwriters Association to execute interinsurance policies between you and other subscribers.

Nothing in this policy is intended, or shall be construed, to create either:

- a. A partnership or mutual insurance association,
- b. Any joint liability.

We may sue or be sued in our own name, as though we were an individual, if necessary to enforce any claims which arise under this policy. In any suit against us, service of process shall be upon the Farmers Underwriters Association, Attorney-in-Fact.

Membership fees which you pay are not part of the premium. They are fully earned when you are granted membership and coverage is effective. They are not returnable. However, if we cancel or non-renew your policy during the initial policy period, membership fees will be refunded to you in full.

We hold the Annual Meeting of the members of the Exchange at our Home Office at Los Angeles, California, on the first Monday following the 15th day of March of each year at the hour of 2:00 p.m. The Board of Governors may elect to change the time and place of the meeting. If they do so, you will be mailed a written or printed notice at your last known address at least ten days before such a time. Otherwise, no notice will be sent to you.

The Board of Governors shall be chosen by subscribers from among yourselves. This will take place at the annual meeting or at any special meeting which is held for that purpose. The Board of Governors shall have full power and authority to establish such rules and regulations for our management as are not inconsistent with the subscribers' agreements.

Your premium for this policy and all payment made for its continuance shall be payable to us at our Home Office or such location named by us in your premium invoice. The funds which you pay shall be placed to your credit on our records. They will be applied to the payment of your proportion of losses and expenses and to the establishment of reserves and general surplus. The Board of Governors or its Executive Committee has the authority to deposit, withdraw, invest and reinvest such funds. You agree that any amount which the Board of Governors allocates to our surplus fund may be retained by us. Also, after provision is made for all of our liabilities, it may be applied to any purpose deemed proper and advantageous to you and other policyholders.

This policy is non-assessable.

### **SPECIAL PROVISIONS**

**(Applicable Only If This Policy Is Issued by Mid-Century Insurance Company)**

Policy fees which you pay are not part of the premium. They are fully earned when the policy is issued. They are not returnable. However, if we cancel or non-renew your policy during the initial policy period, policy fees will be refunded to you in full.

### **PERSONAL PROTECTION INSURANCE AND PROPERTY PROTECTION INSURANCE**

When two or more insurers are in the same order of priority an insurer paying benefits is entitled to partial payment from the other insurers including a reasonable amount of expense.

Our obligation to pay benefits or make reimbursement to the other insurers in the same order of priority shall be prorated on the basis of the number of insurers rather than the number of policies in the same order of priority.

Any amount payable by us to an insured person under Uninsured Motorist Coverage shall be reduced by the amount of any personal protection benefits paid or payable because of bodily injury to an insured person under any automobile insurance policy.

This policy shall not be effective unless countersigned on the Declarations Page by a duly authorized representative of the Company named on the Declarations Page.

The Company named on the Declarations has caused this policy to be signed by the officers shown below:

FARMERS INSURANCE EXCHANGE BY  
FARMERS UNDERWRITERS ASSOCIATION,  
ATTORNEY-IN-FACT.  
MID-CENTURY INSURANCE COMPANY

*Doran E. Hall*  
Secretary

*Paul M. Hopkins*  
Vice-President

### **No Mexican Coverage Read This Warning Carefully**

No coverage under this policy is provided while in Mexico. The Republic of Mexico considers an automobile accident a criminal offense as well as a civil matter. Coverage can be obtained through a Mexican insurance company when needed.

**ENDORSEMENT AMENDING PART II - UNINSURED MOTORIST**  
**(Your E-Z Reader Car Policy)**

**MI046**  
**MICHIGAN**  
**1st Edition**

Under **PART II - UNINSURED MOTORIST**, Coverage C - Uninsured Motorist Coverage is deleted and replaced with the following:

**PART II - UNINSURED MOTORIST**

**Coverage C - Uninsured Motorist Coverage**

We will pay all sums which an **insured person** is legally entitled to recover as **damages** from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by the **insured person**. The **bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover **damages** or the amount of **damages** shall be made by agreement between the **insured person** and us. If no agreement is reached, the decision will be made by arbitration.

No payment will be made to an **insured person** under this coverage unless the following happens within three years from the date of the occurrence:

1. Suit for **bodily injury** has been filed against the uninsured motorist in a court of authorized jurisdiction;  
or,
2. Agreement between the **insured person** and us as to the amount due under the policy has been reached;  
or,
3. Either the **insured person** or we have formally begun arbitration proceedings, or the **insured person** has filed a lawsuit against us under the policy.

If you have complied with all the terms of this policy, you have the right to file an action against us at anytime you believe our failure to agree in writing on a settlement with the claimant does not protect your interest as described in this policy.

**Additional Definitions Used In This Part Only**

As used in this part:

1. **Insured person** means:
  - a. You or a family member.
  - b. Any other person while occupying your insured car.
  - c. Any person for **damages** that person is entitled to recover because of **bodily injury** to you, a family member, or another occupant of your insured car.

But, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission of the owner.

2. **Motor vehicle** means a land motor vehicle or a trailer but does not mean a vehicle:
  - a. Operated on rails or crawler-treads.
  - b. Which is a farm type tractor, or any equipment designed or modified for use principally off public roads while not on public roads.
  - c. Located for use as a residence or premises.
3. **Uninsured motor vehicle** means a motor vehicle which is:
  - a. Not insured by a **bodily injury** liability bond or policy at the time of the accident.
  - b. Insured by a **bodily injury** liability bond or policy at the time of the accident which provides coverage in amounts less than the limits of Uninsured Motorist Coverage shown in the Declarations.

- c. A hit-and-run vehicle whose operator or owner has not been identified and which strikes:
  - (1) You or any family member.
  - (2) A vehicle which you or a family member are occupying.
  - (3) Your insured car.
- d. Insured by a bodily injury liability bond or policy at the time of the accident but the Company denies coverage or is or becomes insolvent.
- 4. **Uninsured motor vehicle**, however, does not mean a vehicle:
  - a. Owned by or furnished or available for the regular use of you or any family member.
  - b. Owned or operated by a self-insured as contemplated by any financial responsibility law, motor carrier law, or similar law.
  - c. Owned by a governmental unit or agency.

### Exclusions

This coverage does not apply to **bodily injury** sustained by a person:

1. While occupying any vehicle owned by you or a family member for which insurance is not afforded under this policy or through being struck by that vehicle.
2. If that person or the legal representative of that person enters into a settlement without any advanced written notice to us thereby taking away from us any reasonable opportunity to consider the settlement.  
If you have complied with all the terms of this policy, you have the right to file an action against us at anytime you believe our failure to agree in writing on a settlement with the claimant does not protect your interest as described in this policy.
3. While occupying your insured car when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools or the use of the insured car for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received.
4. If the injured person was occupying a vehicle you do not own which is insured for this coverage under another policy.

### Limits of Liability

The limits of liability shown in the Declarations apply subject to the following:

1. The limit for "each person" is the maximum for **bodily injury** sustained by any person in any one occurrence. Any claim for loss of consortium or injury to the relationship arising from this injury shall be included in this limit.  
If the financial responsibility law of the place of the accident treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.
2. Subject to the limit for "each person," the limit for "each occurrence" is the maximum combined amount for **bodily injury** sustained by two or more persons in any one occurrence.
3. We will pay no more than the maximum limits of this coverage, as shown in the Declarations of this policy, for any person or vehicle insured under this Part for any one accident or occurrence regardless of the number of:
  - a. vehicles or premiums shown in the Declarations;
  - b. vehicles insured;
  - c. insured persons;
  - d. claims or claimants;
  - e. policies; or
  - f. vehicles involved in the accident or occurrence.

The limits provided by this coverage may not be stacked or combined with the limits provided by any other policy issued to you or a **family member** by any member of the Farmers Insurance Group of Companies.

4. The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the Declarations page.
5. An **insured person's damages** paid or payable under this policy shall be reduced by any amount provided for or required to be provided under the laws of any **state** or federal government.

#### Other Insurance

1. We will pay under this coverage only after the limits of liability under any applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.
2. The amount of Uninsured Motorist Coverage we will pay under Additional Definitions 3b shall be reduced by the amount of any other **bodily injury** coverage available to any party held to be liable for the **accident**.
3. Except as provided in paragraph 2 above, if any other collectible insurance applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.
4. We will not provide insurance for a vehicle other than **your insured car**, unless the owner of that vehicle has no other insurance applicable to this part.
5. If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

#### Arbitration

If an **insured person** and we do not agree (1) that the person is legally entitled to recover **damages** from the owner or operator of an **uninsured motor vehicle**, or (2) as to the amount of payment under this part, either that person or we may demand that the issue be determined by arbitration.

In that event, an arbitrator will be selected by the **insured person** and us. If agreement on an arbitrator cannot be reached within (30) days, the judge of a court having jurisdiction will appoint the arbitrator. The expense of the arbitrator and all other expenses of arbitration will be shared equally. Attorney's fees and fees paid for the witnesses are not expenses of arbitration and will be paid by the party incurring them.

The arbitrator shall determine (1) the existence of the operator of an **uninsured motor vehicle**, (2) that the **insured person** is legally entitled to recover **damages** from the owner or operator of an **uninsured motor vehicle**, and (3) the amount of payment under this part as determined by this policy or any other applicable policy.

Unless the parties otherwise agree, arbitration will take place in the county where the **insured person** lives. Local court rules governing procedures and evidence will apply. The decision in writing of the arbitrator will be binding subject to the terms of this insurance.

Formal demand for arbitration shall be filed in a court of competent jurisdiction. The court shall be located in the county and state of residence of the party making the demand. Demand may also be made by sending a certified letter to the party against whom arbitration is sought, with a return receipt as evidence.



The amount of Uninsured Motorist Coverage we will pay under Additional Definitions 3b shall be reduced by the amount of any **bodily injury** coverage available to the owner and operator of the **uninsured motor vehicle**. It will be further reduced by all sums paid or payable by or on behalf of persons or organizations who may be legally responsible. This reduction in the amount that we pay includes but is not limited to:

1. all sums paid in settlement;
2. all sums determined by a court to be legally owing; and
3. all sums determined by a binding dispute resolution panel to be owing to the **insured person**.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

ENDORSEMENT AMENDING  
FUNERAL BENEFITS - NO FAULT

M035  
MICHIGAN  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.  
It is agreed that under Part III - No-Fault - Allowable Medical Expenses, maximum charges payable for funeral and burial expenses are increased to \$1,750.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

94-1844 1ST EDITION 1008

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PRO-RATA REFUND ENDORSEMENT  
YOUR E-Z READER CAR POLICY

**M034**  
MICHIGAN  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that Part V-Conditions, item 8, Termination or Reduction of Coverage, sub item d., Other Provisions (5) is deleted and replaced by the following:

- (5) Termination or change may result in a premium refund. If so, we will send it to you. Our making or offering of a refund is not a condition of cancellation.

If you or we cancel or reduce coverage, the refund will be computed on a pro-rata basis.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

ENDORSEMENT AMENDING PART III - NO FAULT  
COVERAGE D - PERSONAL PROTECTION INSURANCE  
and PROPERTY PROTECTION INSURANCE COVERAGE

**M033**  
MICHIGAN  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

Under PART III - NO-FAULT Coverage D - Personal Protection Insurance and Property Protection Insurance Coverage, Additional Definitions Used In This Part Only, the definition of Insured person has been revised as follows:

Insured person as used in this part means: you or any family member occupying your insured car, or injured as a result of an accident involving any other motor vehicle which is being operated by you or a family member, and to which the bodily injury liability insurance of the policy applies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

## ENDORSEMENT MAKING PERSONAL PROTECTION INSURANCE EXCESS

**MI032**  
**MICHIGAN**  
**1st Edition**

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

For a reduced premium, either S1, S2 or S3, as designated by its code in the Declarations, applies to Coverage D - Personal Protection Insurance and Property Protection Insurance Coverage. Codes S1, S2 and S3 are described below. They apply only to you and any family member.

### Code

- S1 Allowable Medical Expense shall be excess\* to any Primary Benefits Coverage\*\*.
- S2 Work Loss Benefits shall be excess to any Primary Benefits Coverage.
- S3 Both Allowable Medical Expense and Work Loss Benefits shall be excess to any Primary Benefits Coverage.

You and any family member must have Primary Benefits Coverage that applies to any loss also covered under Coverage D and subject to this endorsement. If, at the time of the accident, no Primary Benefits Coverage applies, the sum of \$300 per accident will be deducted from the Coverage D benefits. However, payments from other sources made to you or a family member for these same elements of loss will be credited toward satisfying the \$300 deductible amount.

### Additional Definition Used In This Endorsement Only

\*Excess means that Coverage D benefits subject to Codes S1, S2, and S3 apply only after you or any family member have first sought and used all benefits, services, treatments or facilities which are available from any Primary Benefits Coverage.

\*\*Primary Benefits Coverage includes all of the following:

1. Individual, blanket, or group accident, health, or disability insurance or plan.
2. Medical, surgical or hospital direct pay or reimbursement health care plan or HMO.
3. Workers' Compensation or similar disability law, or any other state or federal medical benefits law.
4. Vehicle or premises medical expense or lost income insurance.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

**ENDORSEMENT AMENDING DEFINITIONS, PART I - LIABILITY,  
PART III - NO-FAULT, PART IV - DAMAGE TO YOUR CAR AND PART V - CONDITIONS  
(Your E-Z Reader Car Policy)**

**MI 028**  
**MICHIGAN**  
**3rd Edition**

It is agreed that the initial paragraph of the Definitions section of Your E-Z Reader Car Policy is amended to read as follows:

Throughout this policy, "you" and "your" mean the "named insured" shown in the Declarations or renewal notice and your spouse or registered domestic partner under applicable state law if "named insured" and spouse have a legally recognized union in the state of Michigan. Any domestic partner must be registered as required by state law prior to the date of a loss. "We", "us", and "our" mean the Company named in the Declarations which provides this insurance. In addition, certain words appear in bold type. They are defined as follows:

It is agreed that the definition of **your insured car** in the Definitions section of Your E-Z Reader Car Policy, is amended to read as follows:

**Your insured car** means:

1. Any private passenger car or utility car described in the Declarations of this policy;
2. A replacement vehicle;
3. A substitute vehicle;
4. A rental vehicle;
5. An additional vehicle;
6. Any utility trailer:
  - a. That you own, or
  - b. If not owned by you, while attached to your insured vehicle.

It is further agreed that the following definitions for **Replacement car**, **Substitute car**, **Additional car** and **Rental vehicle** are added to the Definitions section of Your E-Z Reader Car Policy:

**Replacement vehicle** means a private passenger car or utility car that you acquire as a replacement of any vehicle described in the Declarations, either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

1. Acquire the replacement vehicle during the policy period; and
2. Notify us within 30 days of its acquisition, or before the end of the policy period, whichever is less.

A replacement vehicle will have the same coverage as the vehicle it replaces.

**Substitute vehicle** means a private passenger car or utility car, not owned by you, but being temporarily used by you as a substitute for any vehicle described in the Declarations. This applies only while the vehicle described in the Declarations is withdrawn from normal use because of breakdown, repair, servicing, loss, or destruction.

**Additional vehicle** means a private passenger car or utility car of which you acquire possession either by purchase, or by a written lease of a period that is greater than 30 days. This definition applies only if you:

1. Acquire the additional vehicle during the policy period; and
2. Notify us within 30 days of its acquisition or before the end of the policy period, whichever is less.

**Rental vehicle** means any private passenger car, utility car, or utility trailer having a gross vehicle weight of 12,000 pounds (lbs.) or less rented by you on a daily or weekly basis not to exceed 30 consecutive days, provided that this car or trailer is not owned by, furnished or available for regular use by you or a family member.

It is agreed that **WHAT TO DO IN CASE OF ACCIDENT**, Notice is deleted and replaced with the following:

Notice given by or on behalf of the insured to any authorized agent of the insurer within this state, with particulars sufficient to identify the insured shall be deemed to be notice to the insurer. Also, failure to give any notice required to be given by such policy within the time specified shall not invalidate any claim made by the insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

Under **WHAT TO DO IN CASE OF ACCIDENT**

Other Duties, Paragraph 6 is deleted and replaced with the following:

6. Notify police within 24 hours and us within 30 days if a hit-and-run motorist is involved and an uninsured motorist claim is to be filed. If you do not give notice within the time period stated in this policy, you may still be able to present a claim under the policy if you can show that it was not reasonably possible to give that notice within the specified time and that you did give notice as soon as was reasonably possible.

Under **PART I - LIABILITY**, the Supplementary Payments section is deleted and replaced with the following:

In addition to our limit of liability, we will pay these benefits as respects an insured person:

1. All costs we incur in the settlement of any claim or defense of any suit.
2. Interest after entry of judgment on any amount not to exceed our limit of liability.
3. a. Premiums on appeal bonds on any suit we defend.  
b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.  
c. Up to \$300 for the cost of bail bonds required because of **accident** or traffic law violation arising out of use of your insured car.

We are not obligated to apply for or furnish any of the above bonds.

4. Actual loss of wages or salary up to \$50 a day, but not other income, when we ask you to attend a trial or hearing.
5. Expenses you incur for immediate medical and surgical treatment for others necessary at the time of the **accident** resulting in **bodily injury** covered by this part.
6. Other reasonable expenses incurred at our request.

Under **PART I - LIABILITY**, Exclusion 1 is deleted and replaced with the following:

1. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools or to the use of the insured car for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received.

**PART I - LIABILITY**, Coverage A - Bodily Injury, Coverage B - Property Damage, Limits of Liability, is deleted and replaced with the following:

The amounts shown in the Declarations for **bodily injury** liability and **property damage** liability are the limits of liability which apply to the insurance provided by Part I, subject further to the following:

1. The **bodily injury** liability limit for each person is the maximum we will pay for all **damages** resulting from **bodily injury** sustained by any one person in any one **accident** or **occurrence**. Included in the limit, but not as a separate claim or claims, are all consequential **damages** sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow and emotional distress.
2. The **bodily injury** liability limit for each **occurrence** is the maximum we will pay for all claims by two or more persons for all **damages** for **bodily injury** arising out of any one **accident** or **occurrence**, subject to the per person limit.
3. The **property damage** liability limit for each **accident** or **occurrence** is the maximum we will pay for all **damages** to all property arising out of any one **accident** or **occurrence**.
4. An **insured person's** **damages** paid or payable under this policy shall be reduced by any amount provided for or required to be provided under the laws of any state or federal government.
5. If you or a **family member** have two or more automobile insurance policies with any members of the Farmers Insurance Group of Companies that provide coverage for an **accident** or **occurrence**, the insurance coverage we provide through any or all of those policies for a non-owned vehicle involved in that **accident** or **occurrence** shall not exceed the highest limit of coverage you have on any one of those policies.
6. We will pay no more than the maximum limits, as shown in the Declarations of this policy, for any one vehicle or person insured by this policy for any one **accident** or **occurrence** involving your **insured car** as defined by this policy, regardless of the number of:
  - a. vehicles or premiums shown in the Declarations;
  - b. vehicles insured;
  - c. **insured persons**;
  - d. claims or claimants;
  - e. policies; or
  - f. vehicles involved in the **occurrence**.

The limits of liability provided by this policy may not be stacked or combined with the liability limits provided by any other policy issued to you or a **family member** by any member of the Farmers Insurance Group of Companies.

7. If the coverage limit on the Declarations or renewal notice is stated as a Combined Single Limit, then the limit of liability shown is our maximum limit of liability for all **bodily injury** and **property damage** resulting from any one **occurrence**. This is the most we will pay regardless of the number of:
  - a. vehicles or premiums shown in the Declarations;
  - b. vehicles insured;
  - c. **insured persons**;
  - d. claims or claimants;
  - e. policies; or
  - f. vehicles involved in the **accident** or **occurrence**.

We will apply the stated combined single limit to provide the minimum limits required by law for **bodily injury** and **property damage** liability. However, this Provision will not change our total limit of liability.

Under **PART III - NO-FAULT**, Coverage D - Personal Protection Insurance and Property Protection Insurance Coverage, Additional Definitions Used In This Part Only, the definition for Dependent Survivor(s) is deleted and replaced with the following:

**Dependent Survivor(s)** means the surviving spouse, if "named insured" and spouse have a legally recognized union in the state of Michigan at the time of death or if dependent upon the deceased at the time of death. Dependency ends upon death or remarriage of the surviving spouse.



Any person who was dependent upon the deceased at the time of death and is: under the age of 18 years, or physically or mentally incapacitated from earning or engaged full-time in a formal program of academic or vocational training. Dependency ends upon the death of the dependent survivor.

Under **PART IV - DAMAGE TO YOUR CAR**, Exclusion 1 is deleted and replaced with the following:

1. To your insured car while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools or to the use of the insured car for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received.

Under **PART V - CONDITIONS**, item 3. Legal Action Against Us, is deleted and replaced with the following:

We may not be sued unless there is full compliance with all the terms of this policy. We may not be sued under the Liability Coverage during any ongoing liability claim that has been filed against you or any other insured person under your policy until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. No one shall have any right to make us a party to a suit to determine the liability of a person we insure.

If you have complied with all the terms of this policy, you have the right to file an action against us at anytime you believe our failure to agree in writing on a settlement with the claimant does not protect your interest as described in this policy.

Under **PART V - CONDITIONS**, item 8. Termination or Reduction of Coverage, item a. (1) is deleted and replaced with the following:

1. You may cancel this policy by notifying us on or before the date of cancellation.

**PART V - CONDITIONS** item 9 is added and made a part of this policy:

9. Even if separate premiums are shown for different vehicles insured under this policy, payment of any premium will apply to the entire policy, and thus payment of less than the minimum amount due will not be sufficient to keep the policy in force as to fewer than all vehicles shown in the Declarations.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

PERSONAL PROTECTION INSURANCE DEDUCTIBLE  
AND WAITING PERIOD ENDORSEMENT

**M020**  
MICHIGAN  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

For a reduced premium it is agreed that Part III - No Fault, Coverage D - Personal Protection Insurance and Property Protection Insurance Coverage, under Benefits, in the policy for you or a family member is amended as follows:

- (a) a per treatment deductible or deductible will be applicable as shown in the Declarations for "Allowable Medical Expenses" paid for each loss.
  - (1) Payment for any "Allowable Medical Expenses" will be reduced by the dollar amount or percentage shown in the Declarations;
  - (2) If a per treatment deductible is selected, payment will be reduced by the dollar amount multiplied by the number of treatments, visits, prescriptions or other services covered by "Allowable Medical Expenses."
- (b) Coverage and payment periods begin 7 days after the date of the accident under "Work Loss Benefits"

The combined amount deducted under (a) and (b) shall not exceed \$3,000 for each accident.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

**LOSS PAYABLE PROVISIONS****J6934**  
1st Edition

Subject to the Loss Payable Provisions or any other loss payable endorsement attached to the policy, payment for loss thereunder is payable as interest may appear to the named insured and the Lienholder or Other Interest in the Declarations.

**Loss Payable Provisions**

It is agreed that any payment for loss or damage to the vehicle described in this policy shall be made on the following basis:

- (1) At our option, loss or damage shall be paid as interest may appear to the policyholder and the lienholder shown in the Declarations, or by repair of the damaged vehicle.
- (2) Any act or neglect of the policyholder or a person acting on his behalf shall not void the coverage afforded to the lienholder.
- (3) Change in title or ownership of the vehicle, or error in its description shall not void coverage afforded to the lienholder.

The policy does not cover conversion, embezzlement or secretion of the vehicle by the policyholder or anyone acting in his behalf while in possession under a contract with the lienholder.

A payment may be made to the lienholder which we would not have been obligated to make except for these terms. In such event, we are entitled to all the rights of the lienholder to the extent of such payment. The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse we will notify the lienholder at the address shown in the Declarations. We will give the lienholder advance notice of not less than 10 days from the effective date of such cancellation or lapse as respects his interest. Mailing notice to the loss payee is sufficient to effect cancellation.

The following applies as respects any loss adjusted with the mortgagee interest only:

- (1) Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
- (2) Any deductible applicable to Collision Coverage shall not exceed \$250.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

**ENDORSEMENT REGARDING RECIPROCAL PROVISIONS**  
**Farmers Insurance Exchange**

**6792**  
**1st Edition**

It is agreed that your policy is amended as follows:

The Reciprocal Provisions section of your policy is deleted and replaced as follows:

This policy is made and issued in consideration of your premium payment to us. It is also issued in consideration of the information you gave to us during the application process, some of which is set out in the policy "Declarations", and in consideration of the Subscription Agreement, which is provided to you and incorporated herein by reference. You acknowledge that you have read, understood and agree to all the terms and conditions of the Subscription Agreement. Among other things, the Subscription Agreement appoints your Attorney-in-Fact, authorizes your Attorney-in-Fact to execute interinsurance policies between you and other subscribers and to perform various functions, and addresses compensation of the Attorney-in-Fact.

Nothing in this policy is intended, or shall be construed, to create either:

- a. A partnership or mutual insurance association; or
- b. Any joint liability.

We may sue or be sued in our own name, as though we were an individual, if necessary to enforce any claims which arise under this policy. In any suit against us, service of process shall be upon the Attorney-in-Fact as shown in your Subscription Agreement.

Membership fees which you pay are not part of the premium. They are fully earned when you are granted membership and coverage is effective. They are not returnable. However, they may be applied as a credit to membership required of you for other insurance which we agree to write.

We hold the Annual Meeting of the members of the Farmers Insurance Exchange at our Home Office at Los Angeles, California, on the first Monday following the 15th day of March of each year at 2:00 p.m.

The Board of Governors may elect to change the time and place of the meeting. If they do so, you will be mailed a written or printed notice at your last known address at least ten (10) days before such time. Otherwise, no notice will be sent to you.

The Board of Governors shall be chosen by subscribers from among yourselves. This will take place at the Annual Meeting or at any special meeting which is held for that purpose. The Board of Governors shall have full power and authority to establish such rules and regulations for our management as are not inconsistent with the subscribers agreements.

Your premium for this policy and all payment made for its continuance shall be payable to us at our Home Office or such location named by us in your premium notice.

The funds which you pay shall be placed to your credit on our records. They will be applied to the payment of your proportion of losses and expenses and to the establishment of reserves and general surplus. The Board of Governors or its Executive Committee has the authority to deposit, withdraw, invest and reinvest such funds. You agree that any amount which the Board of Governors allocates to our surplus fund may be retained by us. Also, after provision is made for all of our liabilities, it may be applied to any purpose deemed proper and advantageous to you and other policyholders.

This policy is non-assessable.

Endorsement Amending Part IV - Damage To Your Car  
Excluding Coverage for Diminished Value  
(Your EZ Reader Car Policy)

**6774**  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

Under Part IV - DAMAGE TO YOUR CAR, Additional Definitions Used In This Part Only, the following definition is added:

Diminution in value means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

Under Part IV - DAMAGE TO YOUR CAR, Exclusions, the following is added:

To your insured car due to "diminution in value".

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

## CUSTOMIZED EQUIPMENT ENDORSEMENT

**J6674**  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

Under PART IV - DAMAGE TO YOUR CAR, Coverage F - Comprehensive, and Coverage G - Collision, the following is added:

We will also pay for repair or replacement of customized equipment up to a total of \$1,000 for any one loss event. Multiple items of customized equipment lost or damaged in the same event are considered to be one loss.

The following definition is added to PART IV - DAMAGE TO YOUR CAR, Additional Definitions Used In This Part Only:

Customized equipment means any furnishings or equipment, which is permanently attached to your Insured car and common to its use, which is not the vehicle's factory available furnishings or equipment. This includes, but is not limited to:

- a. any video, electronic sound reproducing or transmitting equipment, and its component parts, media and data, including but not limited to DVD, Game System or MP3 player;
- b. any painted, chrome or finished surface, whether refinished in whole or in part, of any automobile insured under this Part where the claim exceeds the cost of duplicating the vehicle's factory applied surface finish;
- c. tires, wheels, rims, spinners, grilles, louvers, side pipes, hood scoops or spoilers or any exterior surface, body or exhaust equipment, or modification thereto, which exceeds the cost of repairing or replacing the vehicle's factory available equipment;
- d. any engine, transmission or suspension parts, or modification thereto, which exceeds the cost of repairing or replacing the vehicle's factory available equipment;
- e. GPS navigational systems;
- f. special carpeting, insulation, wall paneling, furniture or bars;
- g. facilities for cooking or sleeping including enclosures or bathroom facilities;
- h. height-extending roofs; or
- i. custom murals, paintings or other decals or graphics.

Under Additional Definitions Used In This Part Only, 2., loss is deleted and replaced with:

- 2. Loss means direct and accidental loss of or damage to your insured car, including its customized equipment.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

**PART I - LIABILITY - OTHER INSURANCE**  
**Endorsement Deleting Permissive User Limitation**

**J6553**

1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that your policy is amended as follows:

The second paragraph under Part I - Liability, "Other Insurance" is deleted.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

98-6553 1ST EDITION 1-03

J6553101

**ENDORSEMENT  
AMENDING CUSTOMIZING EQUIPMENT EXCLUSION  
YOUR E-Z READER CAR POLICY**

**6491**  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that your policy is amended as follows:

Under PART IV - DAMAGE TO YOUR CAR, Exclusion number 10 is deleted and replaced with:

To a van, pick-up or panel truck due to increased cost of repair or replacement of the following furnishings or equipment:

- a. Special carpeting, insulation, wall covering, furniture or bars.
- b. Dining, kitchen and sleeping facilities including enclosures or bathroom facilities.
- c. Height-extending roofs.
- d. Murals, specials paint and/or methods of painting, decals or graphics.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

93-6491 1ST EDITION 5-07

J8491101



**ENDORSEMENT ADDING REGULAR AND FREQUENT  
USE EXCLUSION TO PART II**

**J6490**

1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that the following exclusion is added to the Exclusions under Part II of your policy.

Uninsured Motorist Coverage (and Underinsured Motorist Coverage if applicable) does not apply to **damages** arising out of the ownership, maintenance, or use of any vehicle other than **your insured car** (or **your insured motorcycle** if this is a motorcycle policy), which is owned by or furnished or available for the regular use by you or a **family member**.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

**AMENDED BUSINESS USE EXCLUSION**  
**(Your E - Z Reader Car Policy)**

**6489**  
**1st Edition**

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

It is agreed that Exclusion 6, Under PART I - LIABILITY is deleted and replaced with the following:

**Bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle by any person employed or otherwise engaged in a business other than the business described in Exclusion 5.

This exclusion does not apply to the maintenance or use of a:

- a. **Private passenger car.**
- b. **Utility car** that you own, if rated as a **private passenger car**, or
- c. **Utility trailer** used with a vehicle described in a. or b. above.

However, this exclusion does apply to any vehicle:

1. While used in employment by any person whose primary duties are the delivery of products or services; or,
2. While used in any employment in an emergency occupation on a full-time, part-time, or volunteer basis. Such occupations include, but are not limited to, Fire Fighting, Ambulance, or Police activities. However, this exclusion does not apply to the vehicle described in the Declarations or any **private passenger car** or **utility car** with which you replace it.
3. Which is one of a fleet or pool of vehicles which are provided for the use of an **insured person** in the course of his or her employment, unless such vehicle is specifically listed in the Declarations.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

# **Exhibit “B”**

**RELEASE OF ALL CLAIMS****KNOW ALL MEN BY THESE PRESENTS:**

That I/We, Fatme Amine, being of the lawful age of at least 18 years, for and in consideration of the sum of twenty thousand dollars and 00/100 (\$20,000.00) to the undersigned in hand paid, receipt whereof is hereby acknowledged, do hereby and for my/our heirs, executors, administrators, successors, and assigns release, acquit and fully discharge Zak Petlichkoff and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequence thereof resulting or to result from the accident, casualty, or event which occurred on or about the 15th day of August 2014 at or near Dearborn Heights, Michigan.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefore and intend merely to avoid litigation.

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery there from is uncertain and indefinite and in making this release it is understood and agreed, that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statements or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

I/We understand that the parties hereby released admit no liability of any sort by reason of said accident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages that I/we have heretofore asserted or that I/we or my/our personal representative(s) might hereafter assert because of the said accident.

Additionally, I/we hereby agree to hold Zak Petlichkoff and his/her/their heirs, representatives, successors and assigns harmless from any Liens, Letters of Protection or Assignments known or unknown, as a result of the aforementioned accident. Should any such claim arise, valid or otherwise, I/we agree to reimburse Zak Petlichhoff for any costs, fees or payments made with regard to such claims.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this 6 day of March, 2015.

[Signature] (signature) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(signature)

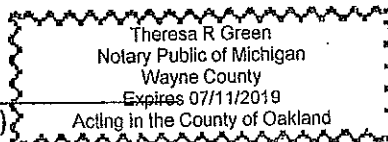
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On the 6 day of March, 2015, before me personally appeared

[Signature] to me known to be the person(s)  
named herein and who executed the foregoing release and  
acknowledged to me that

\_\_\_\_\_ voluntarily executed the same.

My term expires \_\_\_\_\_, 20\_\_\_\_.  
(Notary Public)



It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.