



COMMISSIONER OF SECURITIES AND INSURANCE

James Brown
Commissioner

Office of the
Montana State Auditor

SENT VIA MONTANA FILE TRANSFER SERVICE

October 17, 2025

Velvet Truzzolino
HagEstad Law Group
2425 W. Central Ave
Misosula, MT 59801
velvet@hagestadlaw.com

RE: October 9, 2025, Public Information Request
CSI Request No. CSI PRR-19

Dear Velvet Truzzolino,

On October 9, 2025, the Montana Commissioner of Securities and Insurance (CSI) received your Public Records Request, a copy of which is enclosed for reference. In accordance with your request, CSI is providing the documents labeled **CSI 0001-341_Redacted**.

Please note that, as detailed in the attached privilege log, certain information has been redacted and specific documents have been withheld. These redactions and withholdings pertain to materials designated as confidential by Austin Mutual Insurance Company. If you have any questions or require clarification regarding the redactions or withheld documents, please do not hesitate to contact this office.

CSI is committed to transparency and to fulfilling its obligations under Montana's public records laws. We value your engagement in this process and appreciate the opportunity to assist you in accessing public information. Should you need any additional records or information, please feel free to reach out to us directly.

Finally, in accordance with Montana law, a copy of your original request and this response will be posted on the CSI website.

Sincerely,


Brandy Morrison, Paralegal

840 Helena Avenue, Helena, Montana 59601
(main fax) 406.444.3413 | (securities fax) 406.444.5558
(insurance consumer services fax) 406.444.1980 | (legal fax) 406.444.3499
(phone) 800.332.6148 or 406.444.2040 | (email) csi@mt.gov | (web) www.csimt.gov

From: [The Office of the Montana State Auditor, Commissioner of Securities and Insurance](#)
To: [CSI Public Information Requests](#)
Subject: [EXTERNAL] New submission from Public Information Request
Date: Thursday, October 9, 2025 4:09:35 PM

Name

Velvet Truzzolino

Phone

(406) 203-9303

Email

velvet@hagestadlaw.com

Address

HagEstad Law Group, 2425 W. Central Ave.
Suite 200
Missoula, MT 59801
United States
[Map It \[track.smtppmessage.com\]](#)

Type of Request

- Insurance

Date Information Needed

10/23/2025

Please explain your request in detail

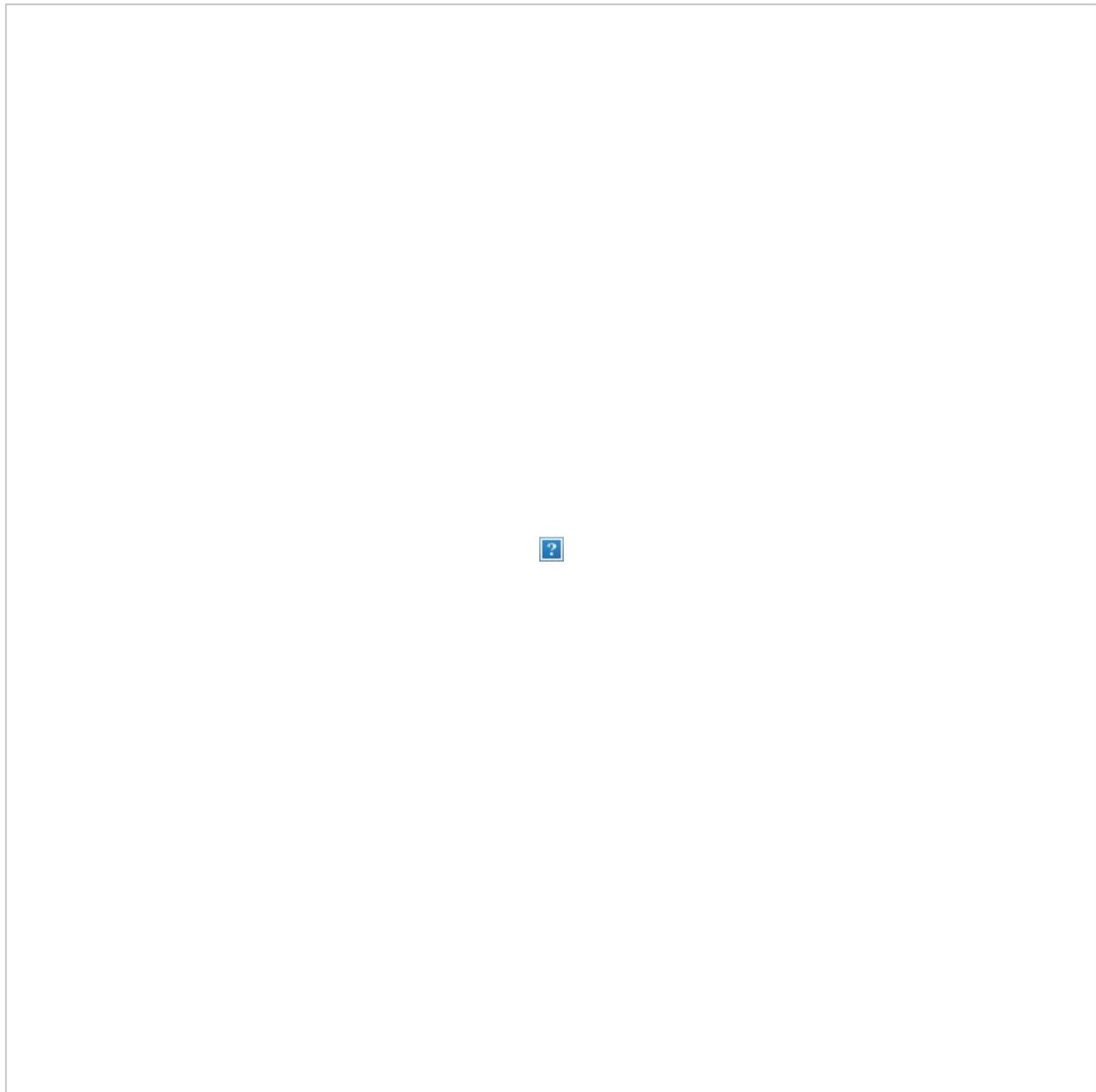
Request on behalf of Austin Mutual Insurance Company for entire file re CSI No. 32399, Inquirer: Raymond Wolf. HagEstad Law Group is the attorney for Austin Mutual Insurance Company.

| Document Index | | |
|------------------|-------------|---|
| Bates # Begin | Bates # End | Document Name |
| 0001 | 0005 | 2025-09-09 [EXTERNAL] Montana CSI Complaint # 32399 |
| 0006 | 0006 | 2025-09-09 complaintCaseSummary.jsf |
| 0007 | 0007 | 2025-09-09 complaintCaseSummary1.jsf |
| 0008 | 0008 | 2025-09-11 1206.6 2025.09.11 Letter to Commissioner of Securities and Insurance |
| 0009 | 0331 | 2025-09-19 MT DOI Wolf Response - extracted confidential pages |
| 0332 | 0337 | 2025-09-26 MT DOI Wolf Follow Up |
| 0338 | 0338 | 2025-09-30 complaintCaseSummary2.jsf |
| 0339 | 0341 | Case Notes |

| Privilege Log | | | | |
|---------------|-----------|---|----------------------|---|
| Bates No. | Bates No. | Document Title | Redacted or Withheld | Reason/Description |
| 0001 | 0005 | 2025-09-09 [EXTERNAL] Montana CSI Complaint # 32399 | Redacted | DOB, ID#, Address of other party involved in car accident |
| 0006 | 0006 | 2025-09-09 complaintCaseSummary.jsf | Redacted | Personal medical and insurance information |
| 0007 | 0007 | 2025-09-09 complaintCaseSummary1.jsf | Redacted | Personal medical and insurance information |
| 0008 | 0008 | 2025-09-11 1206.6 2025.09.11 Letter to Commissioner of Securities and Insurance | Redacted | Personal medical and insurance information |
| 0009 | 0010 | Letter from Mail Street America Insurance | Redacted | Personal medical and insurance information |
| 0011 | 0019 | ID Cards | Redacted | Insurance information |
| 0021 | 0023 | Policywriting Index | | Personal medical and insurance information |
| 0024 | 0032 | ID Cards | Redacted | Insurance information |
| 0033 | 0071 | Austin Mutual Policy | Redacted | Personal medical and insurance information |
| 0085 | 0093 | Photos | Redacted | Personal medical and insurance information |
| 0094 | 0098 | Explanation of Benefits | Redacted | Medical Information |
| 0099 | 0103 | Explanation of Benefits | Redacted | Medical Information |
| 0104 | 0108 | Explanation of Benefits | Redacted | Medical Information |
| 0109 | 0113 | Explanation of Benefits | Redacted | Medical Information |
| 0114 | 0120 | Explanation of Benefits | Redacted | Medical Information |
| 0121 | 0127 | Explanation of Benefits | Redacted | Medical Information |
| 0128 | 0133 | Explanation of Benefits | Redacted | Medical Information |
| 0134 | 0139 | Explanation of Benefits | Redacted | Medical Information |
| 0140 | 0144 | Explanation of Benefits | Redacted | Medical Information |
| 0145 | 0149 | Explanation of Benefits | Redacted | Medical Information |
| 0150 | 0155 | Explanation of Benefits | Redacted | Medical Information |
| 0156 | 0161 | Explanation of Benefits | Redacted | Medical Information |
| 0162 | 0169 | Explanation of Benefits | Redacted | Personal medical and insurance information |
| 0170 | 0177 | Explanation of Benefits | Redacted | Personal medical and insurance information |
| 0178 | 0183 | Explanation of Benefits | Redacted | Personal medical and insurance information |
| 0184 | 0189 | Explanation of Benefits | Redacted | Personal medical and insurance information |
| 0190 | 0194 | Explanation of Benefits | Redacted | Personal medical and insurance information |
| 0195 | 0199 | Explanation of Benefits | Redacted | Personal medical and insurance information |
| 0202 | 0202 | Letter from Knight Nicastro MacKay, LLC | Redacted | Personal medical and insurance information |
| 0204 | 0204 | Letter to Knight Nicastro MacKay, LLC | Redacted | Personal medical and insurance information |
| 0206 | 0211 | Letter from McFarland Molloy & Duerk | Redacted | Personal medical and insurance information and DOB |
| 0220 | 0235 | Letter from Knight Nicastro MacKay, LLC | Redacted | Personal medical and insurance information, DOB |
| 0236 | 0251 | Letter from Knight Nicastro MacKay, LLC | Redacted | Personal medical and insurance information |
| 0252 | 0256 | Letter from Knight Nicastro MacKay, LLC | Redacted | Personal medical and insurance information, DOB |

| | | | | |
|------|------|---|----------|---|
| 0257 | 0259 | Letter to HagEstad from McFarlad Molloy & Duerk | Redacted | Personal medical and insurance information |
| 0260 | 0262 | Letter from Main Street America Insurance | Redacted | DOB & Account Number |
| 0296 | 0329 | | Redacted | Redaction not made by CSI |
| 0330 | 0338 | Financials | Redacted | Personal medical and insurance information |
| 0342 | 0432 | Pages from MT DOI Wolf Response | Withheld | Insurance Company marked document as "CONFIDENTIAL" |

From: [From the NAIC on behalf of Commissioner of Securities and Insurance](#)
To: consumeraffairs@amfam.com
Cc: [Massey, Jeanne](#)
Subject: [EXTERNAL] Montana CSI Complaint # 32399
Date: Tuesday, September 9, 2025 11:25:53 AM
Attachments: [ATT00001.png](#)
[ATT00002.jpg](#)
[ATT00003.jpg](#)
[32399-██████████.Complaint form.pdf](#)



September 09, 2025

Paula Kolman
AUSTIN MUTUAL INSURANCE COMPANY
6000 American Parkway
Madison, WI 53783

Our file: 32399

CSI 0001

Inquirer: [REDACTED]

Please find the attached copy of an insurance inquiry received from the above-referenced individual.

Please acknowledge receipt of this inquiry within two business days and provide a complete response within 10 business days. If an extension is needed, please contact me as soon as possible.

When responding, provide all supporting documentation which may include:

- Policy Forms (First party claims only)
- Claim File Notes
- Phone Call Logs
- Correspondence (letters, emails, text messages, etc.)
- Payment history
- All estimates of damage
- Adjuster & Police Reports
- All photos
- Transcriptions or summaries of calls referenced in the inquiry
- Any other applicable documentation not specified above that would be part of the entire claim file

Ensure that the response refers to the above-referenced file number and include the Company's Federal Tax ID or NAIC number in the written response.

The State of Montana email system has a 15MB size limit. We encourage the use of our Montana Secure Portal (OKTA system), especially for large files. A link to that system is below my signature.

Sincerely,



Jeanne Massey

P&C Compliance Specialist, Insurance Consumer Services (ICS)

Office of the Montana State Auditor | Commissioner of Securities and Insurance

840 Helena Ave | Helena, Montana 59601

406-444-3353

jeanne.massey@mt.gov

State Secure Portal - <https://transfer.mt.gov/Home/Login>



CONFIDENTIALITY NOTICE

This message and any attachments are from the NAIC and are intended only for the addressee. Information contained herein is confidential, and may be privileged or exempt from disclosure pursuant to applicable federal or state law. This message is not intended as a waiver of the confidential, privileged or exempt status of the information transmitted. Unauthorized forwarding, printing, copying, distribution or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail or by forwarding it to the NAIC Service Desk at help@naic.org.



CSI

MONTANA INSURANCE COMPLAINT FORM

Please complete and mail to: Montana Commissioner of Securities and Insurance Attn: Insurance Consumer Services
840 Helena Avenue Helena, Montana 59601 or Email—ICS@mt.gov Fax—406.444.1980

In response to your recent request for assistance, we are sending our Insurance Complaint Form. Please complete this form and mail or email to the above captioned address to the attention of INSURANCE CONSUMER Services (ICS). It often takes several weeks for the department to complete the review and take the appropriate action. You will hear from a compliance specialist, in writing, as soon as the review is complete.

| | | | |
|---|-----------------------------|--|--------------|
| YOUR NAME (LAST, FIRST, MI) <input checked="" type="checkbox"/> MR. <input type="checkbox"/> MS. <input type="checkbox"/> MRS. <input type="checkbox"/> DR. [REDACTED] | | PHONE 406-595-9653 | |
| ADDRESS [REDACTED] | | CITY Bozeman | STATE Mt. |
| ZIP 59718 | | INSURANCE COMPANY Austin Mutual | |
| COUNTY Gallatin | EMAIL ADDRESS [REDACTED] | POLICY NO. [REDACTED] | |
| CLAIM NO. 01-006-294431 | | KIND OF POLICY <input checked="" type="checkbox"/> AUTO <input type="checkbox"/> LIFE <input type="checkbox"/> HEALTH <input type="checkbox"/> PROPERTY <input checked="" type="checkbox"/> OTHER <u>Comercial Auto</u> | |
| AGENT Gallitan Valley Ins. | | DATE OF LOSS 12/06/2022 | |

COMPLAINT INFORMATION (Please indicate which of the following is applicable.)

MY COMPLAINT IS AGAINST:

COMPANY AGENT ADJUSTER

THIS COMPANY:

- HAS UNFAIRLY REJECTED MY CLAIM OR HAS NOT PAID THE FULL BENEFITS TO WHICH I AM ENTITLED.
- HAS DELAYED PROCESSING MY CLAIM AND I AM UNABLE TO OBTAIN A RESPONSE FROM THEM CONCERNING IT.
- HAS NOT REFUNDED PREMIUM MONEYS THAT ARE DUE TO ME.
- OTHER Refuses to pay for under Insured Claim

DO YOU HAVE AN ATTORNEY HANDLING THIS FOR YOU? YES NO

If not, in your own words, describe your problem. If more space is needed, please add additional sheets. Enclose copies of papers and other correspondence relative to this problem. A copy of this form may be forwarded to the insurance company involved.

On 12/06/2022 I was rear-ended in my Company truck while on my way to work. We have ring security of [REDACTED] driving her moms car into the back of my truck. She had a Montana ID that states "THIS IS NOT A DRIVERS LISENCE" in bold red print. There was alot of yelling from her and my nieghbor and wife that witnessed the accident. In the video she was attempting to flee the sciene. I told her she cant leave untill we exchange ins. and DRIVERS LISENCES. She was crying and pleading to not call the police. Being that the accident happenend on private property the Sheriffe doesnt respond to traffic accidents. I got her Moms number and insurance carrier. Progressive has a limited State coverage for Liability of 20k. I have been through 4 surgeries, lost 3 years of work and AUSTIN MUTUAL REFUSSES TO PAY THE MEDICAL OR ANY ASSOCIATED COSTS. We are losing the Bussiness and everything we own due to there IGNORANCE. Our Attorney is Dylan McFarland @ 406-546-7007

By signing this form, I am certifying that I am the insured, policy owner, or claimant, or am acting on behalf and forward it to the insurance company/agent.

SIGNATURE

[REDACTED SIGNATURE]

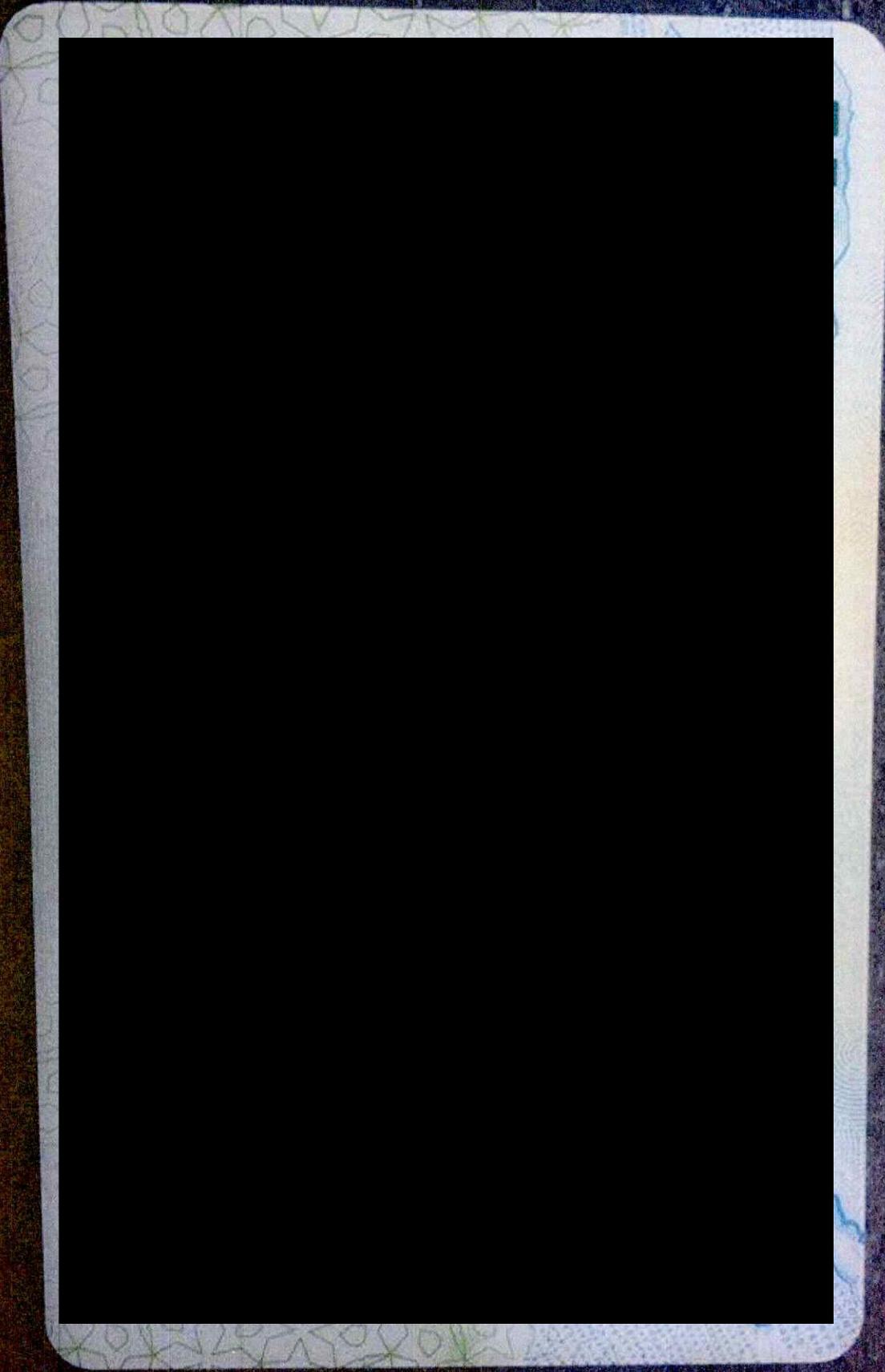
DATE 9/8/25

Please use reverse side for additional comments.



Get social with us





*Division of Application
Development*



COMMISSIONER OF SECURITIES AND INSURANCE

James Brown
Commissioner

Office of the
Montana State Auditor

September 09, 2025

[REDACTED]
Bozeman, MT 59718

Re: Your Inquiry File, #32399

Dear [REDACTED]:

This letter confirms that we have received your consumer inquiry requesting assistance from our office. Jeanne Massey has been assigned to your file.

The insurance company will have 10 business days to review your inquiry and respond to our office.

Please be advised that the company may attempt to contact you to work toward the resolution of the stated complaint; we encourage you to communicate with them throughout this process.

Upon receipt of the company response, you will be contacted directly to address any questions or concerns. If you have questions, Jeanne Massey can be reached at 406-444-3353 or by email at jeanne.massey@mt.gov

I appreciate your patience with this process.

Sincerely,

A handwritten signature in blue ink, appearing to be "JB", written over a blue horizontal line.

James Brown
Commissioner of Securities & Insurance
Office of the Montana State Auditor
840 Helena Ave
Helena, MT 59601
Ph: (800) 332-6148 or (406) 444-2040

840 Helena Avenue, Helena, Montana 59601
(fax) 406.444.1980 | (phone) 800.332.6148 or 406.444.2040
(email) ics@mt.gov | (web) www.csimt.gov

CSI 0006



COMMISSIONER OF SECURITIES AND INSURANCE

James Brown
Commissioner

Office of the
Montana State Auditor

September 09, 2025

Paula Kolman
AUSTIN MUTUAL INSURANCE COMPANY
6000 American Parkway
Madison, WI 53783

Our file: 32399

Inquirer: [REDACTED]

Please find the attached copy of an insurance inquiry received from the above-referenced individual.

Please acknowledge receipt of this inquiry within two business days and provide a complete response within 10 business days. If an extension is needed, please contact me as soon as possible.

When responding, provide all supporting documentation which may include:

- Policy Forms (First party claims only)
- Claim File Notes
- Phone Call Logs
- Correspondence (letters, emails, text messages, etc.)
- Payment history
- All estimates of damage
- Adjuster & Police Reports
- All photos
- Transcriptions or summaries of calls referenced in the inquiry
- Any other applicable documentation not specified above that would be part of the entire claim file

Ensure that the response refers to the above-referenced file number and include the Company's Federal Tax ID or NAIC number in the written response.

The State of Montana email system has a 15MB size limit. We encourage the use of our Montana Secure Portal (OKTA system), especially for large files. A link to that system is below my signature.

Sincerely,

Jeanne Massey
P&C Compliance Specialist, Insurance Consumer Services (ICS)
Office of the Montana State Auditor | Commissioner of Securities and Insurance
840 Helena Ave | Helena, Montana 59601
406-444-3353
jeanne.massey@mt.gov
State Secure Portal - <https://transfer.mt.gov/Home/Login>

September 11, 2025

Via US Mail Only: jeanne.massey@mt.gov

Jeanne Massey
COMMISSIONER OF SECURITIES AND INSURANCE
840 Helena Ave.
Helena, MT 59601

Attorneys at Law

G. Patrick HagEstad, Esq.

Montana Bar No. 4804
Arizona Bar No. 034447

David J. HagEstad, Esq.

Montana Bar No. 61314635
Arizona Bar No. 035394
Texas Bar No. 24096913

Brien B. Birge, Esq.

Montana Bar No. 13952
Arizona Bar No. 037884

Patricia N. Morse, Esq.

Montana Bar No. 68806759

Michael P. HagEstad, Esq.

Montana Bar No. 14402

RE: CSI No. 32399

[REDACTED]
HLG File No. 1260.6

Jeanne:

I have been hired to represent Austin Mutual Insurance Company with respect to the above-referenced matter. Austin Mutual is in receipt of the insurance inquiry and has asked me to respond on its behalf.

Sincerely,

G. Patrick HagEstad, Esq.
HAGESTAD LAW GROUP, PLLC
gpatrick@hagestadlaw.com

Paralegals

Velvet Truzzolino, Manager
Shelly Kinnee
Deb Linz
Lynyrd Medina
Mike Menegas
Hannah Wheeler, Legal
Assistant

Montana

2425 W. Central Ave., Suite 200
Missoula, MT 59801
(T) 406-203-9303

Arizona

15331 W. Bell Rd., Suite 322
Surprise, AZ 85374
(T) 623-999-1728

www.hagestadlaw.com

Fax: (406) 888-6040



September 19, 2025

Commissioner of Securities and Insurance
Office of the Montana State Auditor
840 Helena Avenue
Helena, MT 59601

Re:

Regulator File Number: 32399
Complainant name: [REDACTED]
Company Name/NAIC number: Austin Mutual Insurance Company; NAIC Number 13412
Policyholder(s): [REDACTED]
Policy number(s): [REDACTED]
Policy type(s): Commercial Auto
Claim number(s): [REDACTED]
Date of loss: 12/06/2022

Dear Jeanne Massey,

We received the complaint submitted to your office by [REDACTED]. Thank you for the opportunity to respond to the concerns raised. HagEstad Law Group represents Austin Mutual Insurance Company and provides this response on its behalf.

[REDACTED]

[REDACTED]

[REDACTED]

The policy provides underinsured motorist coverage for bodily injury sustained by an insured due to an accident with an underinsured vehicle. Still, coverage applies only when the insured is "legally entitled" to recover from the owner or operator of the underinsured vehicle, and damages must be causally linked to the accident.

[REDACTED]

Austin Mutual's investigation remains ongoing regarding liability for the accident itself and the amounts claimed for lost wages and causal relatedness of medical expenses, as liability is not reasonably clear due to the disputed facts surrounding fault and causation.

[REDACTED] of contract and UTPA claims presently are in active litigation in the U.S. District Court for the District of Montana, [REDACTED]

To address the concerns point-by-point as presented in the complaint:

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Austin Mutual remains committed to handling the claim in accordance with the law and its policy. I hope the information provided answers your questions. Please let me know if you need anything else.

I hope the information provided answers your questions. If you have additional questions, please contact the Consumer Affairs department at consumeraffairs@amfam.com. Thank you again for contacting Main Street America.

Sincerely,

G. Patrick HagEstad, Esq.
HAGESTAD LAW GROUP, PLLC
gpatrick@hagestadlaw.com

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Contact Austin Mutual Claims Reporting at 1-877-425-2467

ACORD 50 (2007/02)

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THIS CARD MUST BE KEPT IN THE INSURED
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ACORD 50 (2007/02)

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MONTANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER COMPANY COMMERCIAL PERSONAL

■ ■ [REDACTED]

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE

[REDACTED] [REDACTED] [REDACTED]

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

[REDACTED] [REDACTED] [REDACTED]

AGENCY/COMPANY ISSUING CARD

[REDACTED]
[REDACTED]
[REDACTED]

INSURED

[REDACTED]
[REDACTED]
[REDACTED]

SEE IMPORTANT NOTICE ON REVERSE SIDE

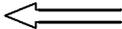
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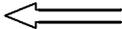
Main Street America Insurance
55 West Street
Keene, NH 03431

 Return Mail Address

GALLATIN INSURANCE AGENCY
200 W MADISON AVE
BELGRADE MT 59714

AGENT NUMBER: 251016

Main Street America Insurance
55 West Street
Keene, NH 03431

 Return Mail Address

[REDACTED]
[REDACTED]
BOZEMAN MT 59719-1118

MONTANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER COMPANY COMMERCIAL PERSONAL

■ ■ [REDACTED]

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

■ ■ ■ ■ ■ [REDACTED]

AGENCY/COMPANY ISSUING CARD

[REDACTED]
[REDACTED]
[REDACTED]

INSURED

[REDACTED]
[REDACTED]

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ACORD 50 (2007/02)

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MONTANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER COMPANY COMMERCIAL PERSONAL

■ ■ [REDACTED]

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE

[REDACTED] [REDACTED] [REDACTED]

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

[REDACTED] [REDACTED]

AGENCY/COMPANY ISSUING CARD

[REDACTED]
[REDACTED]
[REDACTED]

INSURED

[REDACTED]
[REDACTED]

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Contact Austin Mutual Claims Reporting at 1-877-425-2467

MONTANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER COMPANY COMMERCIAL PERSONAL

■ ■ [REDACTED]

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE

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ACORD 50 (2007/02)

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NGM Insurance Company
Old Dominion Insurance Company
Main Street America Assurance Company
MSA Insurance Company
Grain Dealers Mutual Insurance Company
Great Lakes Casualty Insurance Company
Spring Valley Mutual Insurance Company
Austin Mutual Insurance Company
Main Street America Protection Insurance Company

PRIVACY NOTICE

As your insurer, our objective is to professionally serve your insurance needs. We recognize that in providing these services, we have an obligation to safeguard the personal information you entrust to us as well as other information we may collect as part of the insurance transaction.

This notice describes the privacy practices and standards we adopted to protect and ensure the confidentiality of your non-public personal information. All of our insurance companies listed above adhere to these practices and standards.

OUR POLICY

We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your insurance coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.

THE INFORMATION WE COLLECT

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing lists companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

THE INFORMATION WE DISCLOSE

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing list companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

HOW WE PROTECT YOUR PERSONAL INFORMATION

We restrict access to non-public personal information about you or about participants and claimants under your insurance policy to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information. Our computer systems are also protected by additional measures intended to prevent unauthorized access.

ADDITIONAL INFORMATION

If you would like to receive a copy of our privacy policy please contact us as follows:

Main Street America Group
ATT: Privacy Compliance Coordinator
55 West Street
Keene, NH 03431

These privacy practices and standards have been put into place to protect your personal information. You will receive a reaffirmation of our privacy practices annually.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. No one will be entitled to duplicate payments for the same elements of loss.

B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.



Policy Number

[REDACTED]

SCHEDULE OF FORMS AND ENDORSEMENTS

AUSTIN MUTUAL INSURANCE COMPANY

Named Insured [REDACTED]

Effective Date: 04-19-23
12:01 A.M., Standard Time

Agent Name GALLATIN INSURANCE AGENCY

Agent No. 251016

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MUTUAL COMPANY PARTICIPATING NON-ASSESSABLE POLICY

MUTUALS – MEMBERSHIP AND VOTING NOTICE:

The insured is notified that by virtue of this policy, he is a member of the Austin Mutual Insurance Company of Maple Grove, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual meetings are held in Jacksonville, Florida during the second week of March each year at 10:30 am.

PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.



Kimberly K. Law
Secretary



Jeff Kusch
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEHICLE SHARING EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following exclusion is added to Covered Autos Liability Coverage:

Vehicle Sharing Programs

This insurance does not apply to:

1. "Bodily injury" arising out of the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".
2. "Property damage" arising out of the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".

B. The following exclusion is added to Physical Damage Coverage:

Vehicle Sharing Programs

This insurance does not apply to:

1. "Loss" caused by or resulting from the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".

C. Medical Payments

If the Medical Payments Endorsement is attached to the policy, the following exclusion is added:

We do not provide Medical Payments Coverage for "Bodily Injury" arising out of the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".

D. Uninsured Motorists and Underinsured Motorist Coverage Endorsements

If the Uninsured Motorists and/or Underinsured Motorists Coverage Endorsements are attached to the policy, the following exclusion is added:

We do not provide Uninsured and/or Underinsured Motorists Coverage for "Bodily Injury" arising out of the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".

E. Additional Definitions

As used in this endorsement:

1. "Vehicle Sharing Program" means the arrangement of the lease, rental or sharing of your "auto" for any type of compensation.



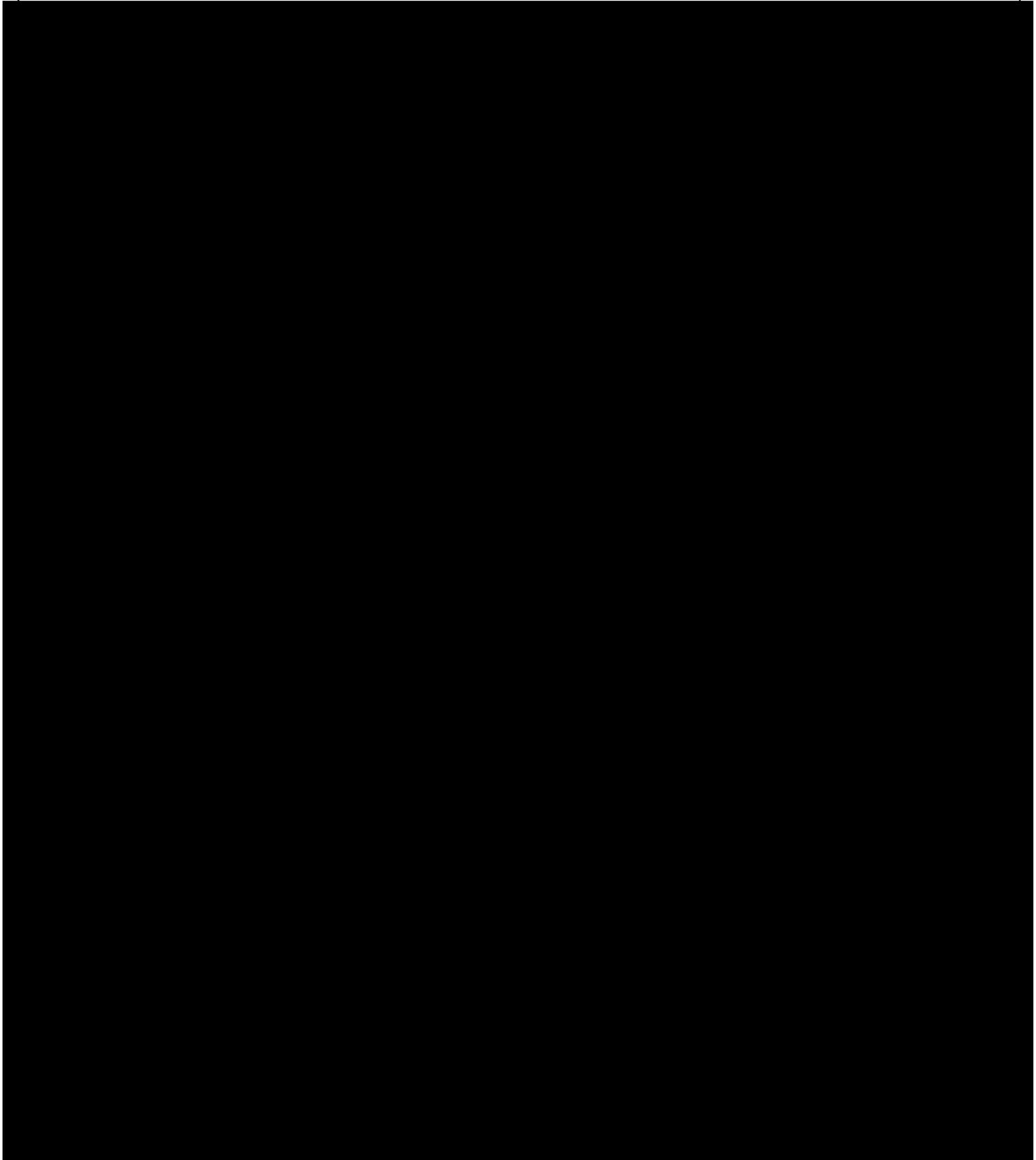
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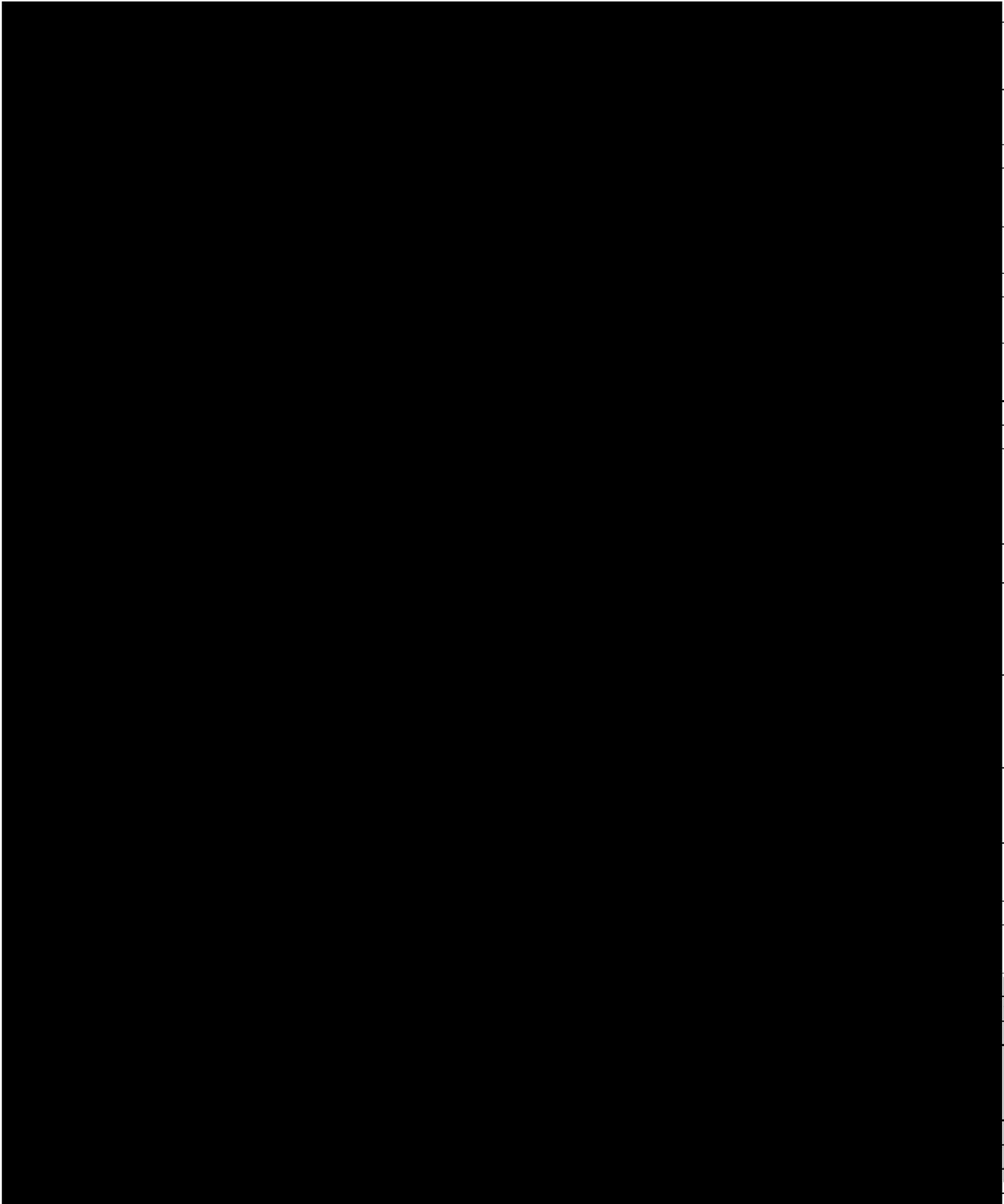
Renewal of: [REDACTED]

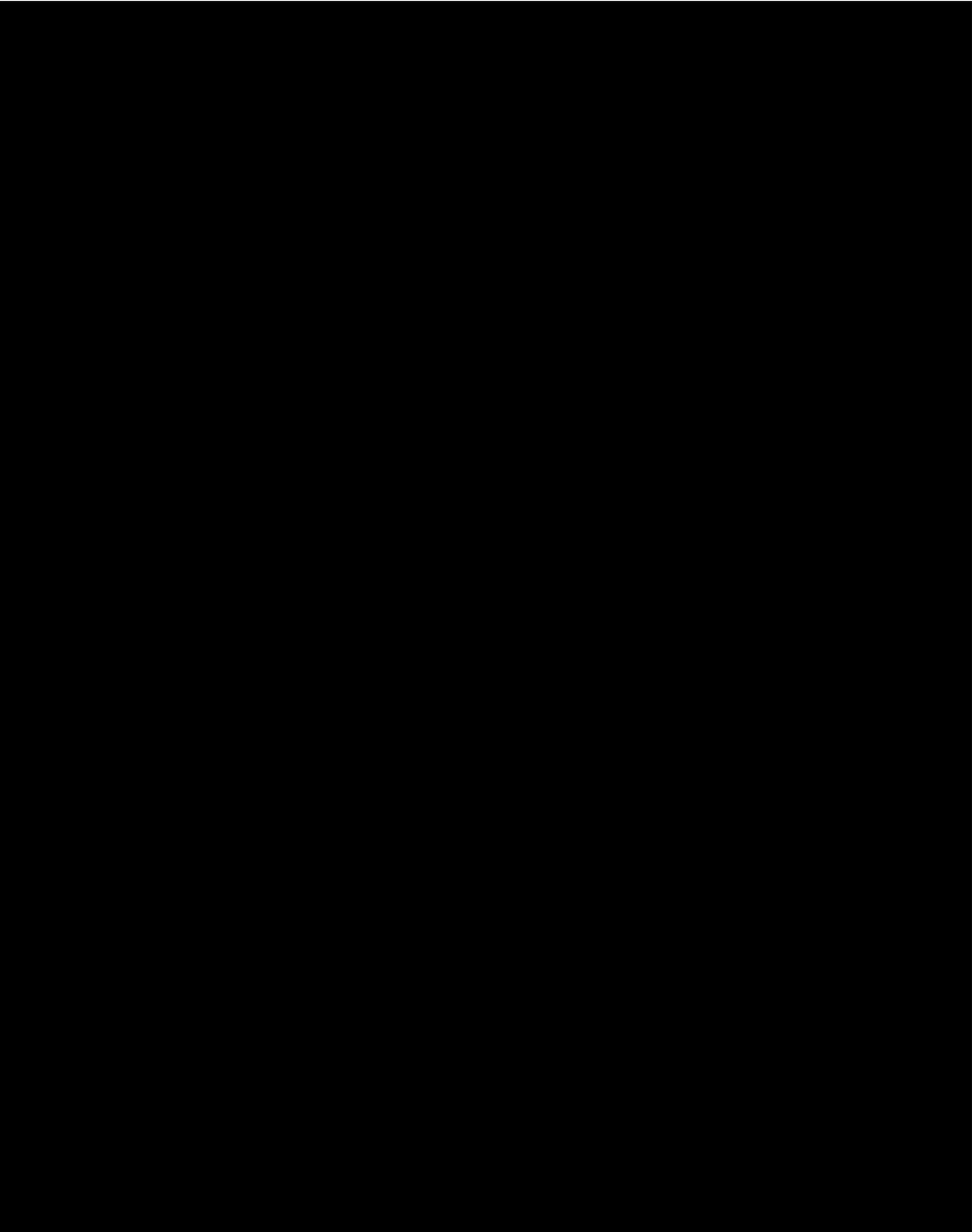
**BUSINESS AUTO COVERAGE FORM DECLARATIONS
AUSTIN MUTUAL INSURANCE COMPANY**

PO BOX 2300 KEENE, NH 03431

ITEM ONE







THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The **Cancellation** Common Policy Condition does not apply. The following condition applies instead:

Ending This Policy

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel the policy by mailing or delivering to us advance written notice of cancellation.

2. Midterm Cancellation

a. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason. If we cancel for nonpayment of premium, we will mail at least 10 days' written notice to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days' written notice to the first Named Insured.

b. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) If you are an individual and your driver's license or motor vehicle registration or that of a driver who lives with you and customarily uses the covered "auto" has been suspended or revoked during the policy period, or if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date.

If we cancel for nonpayment of premium, we will mail at least 10 days' written notice, stating the reason for cancellation, to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days' written notice to the first Named Insured.

In this case, our notice will state that upon written request of the first Named Insured, mailed or delivered to us not less than 15 days prior to the effective date of cancellation, we will specify the reason for cancellation.

3. Anniversary Cancellation

If this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at the anniversary of its original effective date for any reason. If we cancel, we will mail you at least 45 days' written notice.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

B. Nonrenewal

1. If we decide not to renew or continue this policy, we will mail to the first Named Insured and agent, if any, notice at least 45 days before the end of the policy period. Our notice will state that upon written request of the first Named Insured, mailed or delivered to us not later than one month following the termination date of the policy, we will notify the first Named Insured in writing, within 15 days of the request of the reason or reasons for nonrenewal.

If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to apply the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation or nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

| Symbol | Description Of Covered Auto Designation Symbols | |
|--------|---|---|
| 1 | Any "Auto" | |
| 2 | Owned "Autos" Only | Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins. |
| 3 | Owned Private Passenger "Autos" Only | Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins. |
| 4 | Owned "Autos" Other Than Private Passenger "Autos" Only | Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins. |
| 5 | Owned "Autos" Subject To No-fault | Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "Autos" Subject To A Compulsory Uninsured Motorists Law | Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | Specifically Described "Autos" | Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three). |
| 8 | Hired "Autos" Only | Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| 9 | Non-owned "Autos" Only | Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs. |

| | | |
|-----------|--|---|
| 19 | Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |
|-----------|--|---|

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing And Labor

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:
- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or

- (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and

- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- 2. Vehicles maintained for use solely on or next to premises you own or rent;
- 3. Vehicles that travel on crawler treads;
- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense";

 to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.
- Q. "Unmanned aircraft" means an aircraft that is not:
 - 1. Designed;
 - 2. Manufactured; or
 - 3. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

- A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:
- 1.** "Terrorism" means activities against persons, organizations or property of any nature:
 - a.** That involve the following or preparation for the following:
 - (1)** Use or threat of force or violence; or
 - (2)** Commission or threat of a dangerous act; or
 - (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - b.** When one or both of the following apply:
 - (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 - 2.** "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- B.** Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- C. In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL REIMBURSEMENT COVERAGE

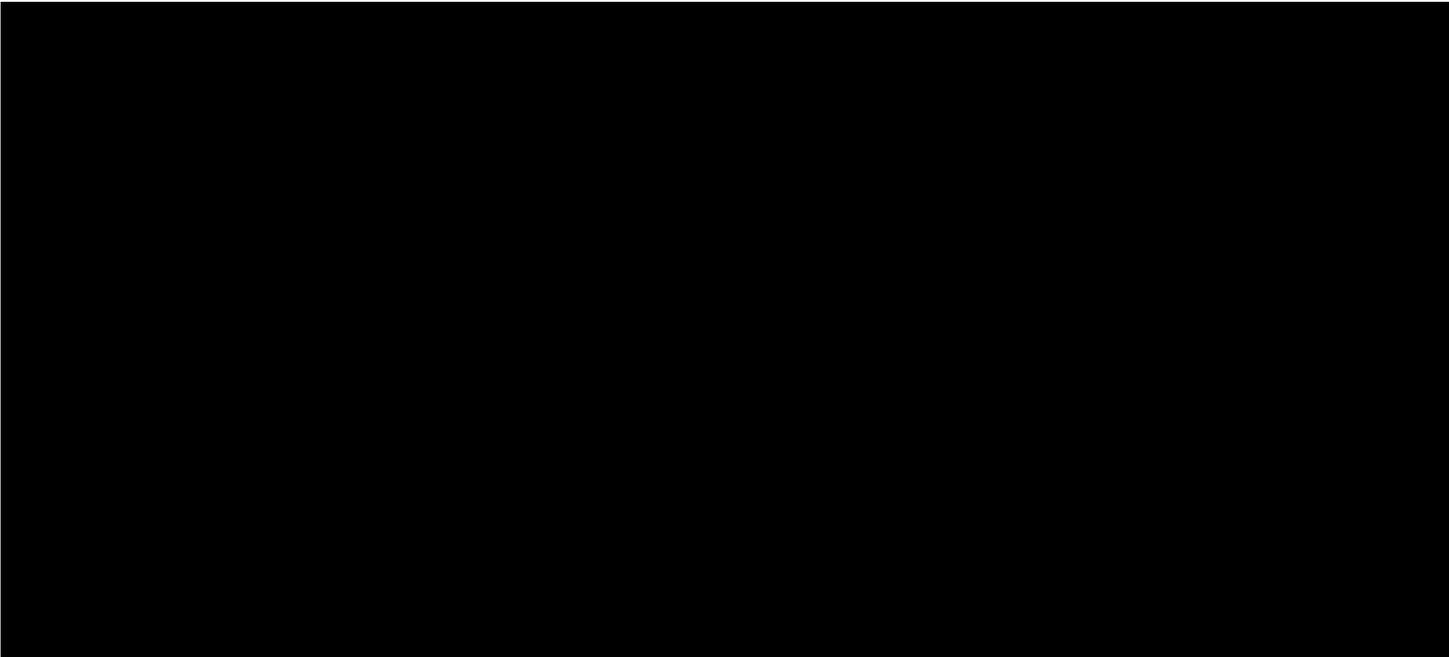
This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| <p>Named Insured:</p> <p>Endorsement Effective Date:</p> |
|---|



- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1.** The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA UNDERINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Montana, this endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

| |
|---|
| Named Insured: [REDACTED] |
| Endorsement Effective Date: 04/19/2023 |

SCHEDULE

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | |

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**
2. Punitive or exemplary damages.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", "bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

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

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:

- a. Reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
- b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking coverage from an insurer, owner or operator of an "underinsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

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

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

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advance payment.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of an "accident", but the amount paid under that bond or policy to the "insured" is not enough to pay the full amount the insured is legally entitled to recover as damages.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA UNINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Montana, this endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

| |
|---|
| Named Insured: [REDACTED] |
| Endorsement Effective Date: 04/19/2023 |

SCHEDULE

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | |

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

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

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:
 - a. Reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
 - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must either:

- (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

- (2) Cause "bodily injury" with no physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying" at the time of the "accident", provided the facts of the "accident" can be corroborated by competent evidence which may include the testimony, under oath, of any person having a claim under this or any similar insurance as the result of such "accident".

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA MEDICAL PAYMENTS COVERAGE – REMOVAL OF REASONABLE EXPENSES LIMITATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

Changes In Auto Medical Payments Coverage

1. If the Auto Medical Payments Coverage endorsement is attached, then Paragraph **A. Coverage** is replaced by the following:

A. Coverage

We will pay expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred for services rendered within three years from the date of the "accident".

2. Changes In Locations And Operations Medical Payments

With respect to the Auto Dealers Coverage Form, Paragraph **C.1.c.** of **Section II – General Liability Coverages** is replaced by the following:

- c. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay expenses for:
 - (1) First aid administered at the time of an "accident";
 - (2) Necessary medical, surgical, diagnostic imaging and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

2020 COMMERCIAL AUTO MULTISTATE FORM REVISIONS ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following forms and endorsements which apply to your renewal policy being issued by us. The forms and endorsements may reduce, broaden or reinforce coverage. This Notice does not reference every change, including editorial changes, made in your policy.

Broadenings Of Coverage

COVERAGE FORMS

CA 00 01 – Business Auto Coverage Form

CA 00 20 – Motor Carrier Coverage Form

CA 00 25 – Auto Dealers Coverage Form

These Coverage Forms have generally been revised to:

- Provide that a maximum Physical Damage Comprehensive or Specified Causes Of Loss Coverage deductible applies to all loss in any one event caused by either the perils of theft, mischief or vandalism, or all perils. With respect to the Auto Dealers Coverage Form, this revision is newly added for autos not held for sale.
- Increase the amount for Loss Of Use expenses under Physical Damage Coverage from \$20 per day/\$600 maximum to \$30 per day/\$900 maximum.

CA 00 01 – Business Auto Coverage Form

CA 00 25 – Auto Dealers Coverage Form

Paragraph **B.3.** under Section **I** is introduced to generally provide that certain autos leased or rented for a continuous period of six months or more will be considered owned autos under the Policy. With this change, Paragraph **B.** has been newly titled "Owned Autos".

CA 00 01 – Business Auto Coverage Form

CA 00 20 – Motor Carrier Coverage Form

These Coverage Forms have generally been revised to:

- Extend coverage for towing and labor costs under Physical Damage Coverage to include light or medium trucks.
- Provide updated Physical Damage Comprehensive or Specified Causes Of Loss Coverage deductible options applicable to either the perils of theft, mischief or vandalism, or all perils.
- Increase the amount for Transportation expenses under Physical Damage Coverage from \$20 per day/\$600 maximum to \$30 per day/\$900 maximum.

ENDORSEMENTS

CA 04 22 – Earlier Notice Of Cancellation Provided By Us

This endorsement generally accommodates an earlier notice of cancellation than would otherwise be given if this endorsement was not attached, for any statutorily permitted reason, other than non-payment of premium.

CA 04 39 – Volunteer Hired Autos

This endorsement generally extends Covered Autos Liability Coverage to volunteers who rent or hire an auto, in a volunteer's name, under a contract or agreement for the purposes of performing duties related to the conduct of your business. Physical Damage Coverage is also provided for such autos.

CA 04 43 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic When Required By Written Contract Or Agreement

This endorsement automatically waives the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement.

CA 05 24 – Non-Ownership Liability Coverage For Volunteers

CA 05 25 – Partners Or Members As Insureds

These endorsements generally extend your non-ownership covered autos liability coverage to volunteers (CA 05 24) and partners or members (CA 05 25) under certain conditions specified in the applicable endorsement.

CA 04 21 – Full Safety Glass Coverage

This endorsement generally provides that if Comprehensive Physical Damage Coverage is purchased, no Comprehensive Coverage deductible applies to the cost of repairing or replacing damaged safety glass on the covered autos indicated in the endorsement Schedule.

CA 04 15 – Garagekeepers Coverage For Autos And Watercrafts

This endorsement generally provides Garagekeepers Coverage for physical damage to, or loss of, customers' watercraft in your possession.

CA 04 41 – Replacement Cost Coverage – Private Passenger Types

The endorsement provides a replacement cost Physical Damage Coverage option for private passenger type autos, which provides that in the event of a total loss to a specific insured auto, the insurer will pay the replacement cost of that auto subject to certain conditions and in accordance with any applicable legal or regulatory authority.

CA 04 52 – On-Hook Coverage

This endorsement generally provides coverage for loss to a customer's auto or customer's auto equipment left in your care as part of your towing operations.

CA 20 15 – Mobile Equipment

CA 20 33 – Autos Leased, Hired, Rented Or Borrowed With Drivers – Physical Damage Coverage

CA 99 28 – Stated Amount Insurance

These endorsements have been revised to generally provide that:

- Any Comprehensive or Specified Causes Of Loss Coverage deductible applies to either the perils of theft, mischief or vandalism, or all perils; and
- A maximum Comprehensive or Specified Causes Of Loss Coverage deductible may apply to all loss in any one event caused by either the perils of theft, mischief or vandalism, or all perils.

CA 20 16 – Mobile Homes Contents Coverage

This endorsement has been revised to provide a theft coverage option.

CA 27 17 – Designated Location(s) Products And Work You Performed Aggregate Limit For Certain General Liability Coverages

With respect to Section II – General Liability Coverages of the Auto Dealers Coverage Form, this endorsement provides a separate Designated Location Products And Work You Performed Aggregate Limit, which applies to each location designated in the Schedule of the endorsement.

CA 27 18 – Automatic Insured Status For Newly Acquired Or Formed Limited Liability Companies – Other Than Covered Auto Coverages

With respect to specified other than covered autos coverages, where applicable, this endorsement generally includes a limited liability company you newly acquire or form, and over which you maintain ownership or majority interest as an insured, if there is no other similar insurance available to that limited liability company.

Reductions Of Coverage

COVERAGE FORM

CA 00 25 – Auto Dealers Coverage Form

An **Access Or Disclosure Of Confidential Or Personal Information** exclusion has been added under Paragraphs **A. Bodily Injury And Property Damage Liability** and **B. Personal And Advertising Injury Liability** under **Section II – General Liability Coverages** and under **Section III – Acts, Errors Or Omissions Liability Coverages**.

These exclusions generally preclude coverage for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

ENDORSEMENTS

CA 20 47 – Additional Insured – General Liability Coverages – Lessor Of Leased Equipment

CA 25 09 – Additional Insured – General Liability Coverages – Owners Of Leased Land Or Premises

CA 25 45 – Additional Insured – General Liability Coverages – Lessor Of Leased Equipment – Automatic

Status When Required In Lease Agreement With You

With respect to **Section II – General Liability Coverages** of the Auto Dealers Coverage Form, these endorsements have been revised to delete "arising out of" and add specific language that provides an additional insured with coverage for their vicarious or contributory negligence only. These endorsements may reduce coverage for those jurisdictions in which:

- Named insureds are permitted to contractually hold harmless an additional insured for that additional insured's sole negligence; and
- Courts have enabled coverage for the sole negligence of the additional insured.

CA 20 71 – Auto Loan/Lease Gap Coverage

This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for covered auto.

CA 27 05 – Unmanned Aircraft Exclusion For General Liability Coverages

With respect to **Section II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage with respect to damages under:

- Paragraph **A. Bodily Injury And Property Damage Liability**, arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft. This endorsement will result in a reduction in coverage under Paragraph **A. Bodily Injury And Property Damage Liability** to the extent that:
 - An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
 - Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft.

- Paragraph **B. Personal And Advertising Injury Liability**, arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph **B. Personal And Advertising Injury Liability** to the extent that an exposure exists with respect to unmanned aircraft. However, this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

CA 27 06 – Unmanned Aircraft Exclusion For General Liability Coverages – (Bodily Injury And Property Damage Liability Only)

With respect to Paragraph **A. Bodily Injury and Property Damage Liability** under Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft. This endorsement will result in a reduction in coverage under Paragraph **A. Bodily Injury And Property Damage Liability** to the extent that:

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft.

CA 27 07 – Unmanned Aircraft Exclusion For General Liability Coverages – (Personal And Advertising Injury Liability Only)

With respect to Paragraph **B. Personal And Advertising Injury Liability**, under Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph **B. Personal And Advertising Injury Liability** to the extent that an exposure exists with respect to unmanned aircraft. However, the attachment of this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

CA 27 15 – Amendment Of Personal And Advertising Injury Definition – General Liability Coverages Endorsement

This endorsement removes from the definition of "personal and advertising injury", the offense of oral and written publication, in any manner, of material that violates a person's right of privacy.

CA 27 16 – Exclusion – Cross Suits Liability For General Liability Coverages Endorsement

With respect to Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for any claim or suit for damages that are brought by any Named Insured against another Named Insured. To the extent that an exposure exists with respect to cross suits being brought between Named Insureds, this endorsement will result in a reduction in bodily injury, property damage or personal and advertising injury coverage with respect to such exposure related to cross suits liability.

Broadenings And Reductions Of Coverage

ENDORSEMENTS

CA 27 08 – Limited General Liability Coverage For Designated Unmanned Aircraft

With respect to Paragraph **A. Bodily Injury And Property Damage Liability** under Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage with respect to bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with the exception of unmanned aircraft that are designated in the Schedule of the endorsement, but only related to operations or projects that are also designated in the Schedule.

This endorsement will result in a broadening of coverage under Paragraph **A. Bodily Injury And Property Damage Liability** with respect to designated unmanned aircraft that are owned or operated by or rented or loaned to any insured, but only with respect to designated operations or projects.

However, this endorsement will result in a reduction in coverage under Paragraph **A.** to the extent that:

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft;

with respect to unmanned aircraft that are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, with respect to operations or projects that are not designated in the Schedule of the endorsement.

In addition, this endorsement excludes coverage with respect to Paragraph **B**. Personal And Advertising Injury Liability arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph **B.**, to the extent that an exposure exists with respect to unmanned aircraft, but only if such unmanned aircraft are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, with respect to operations or projects that are not designated in the Schedule of the endorsement.

However, this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

This endorsement contains an optional Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Unmanned Aircraft Liability Aggregate Limit will be subject to the General Liability Aggregate Limit or the Products And Work You Performed Aggregate Limit, whichever applies. All other limits continue to apply if and to the extent that the Unmanned Aircraft Liability Aggregate Limit has not been used up.

CA 27 09 – Limited General Liability Coverage For Designated Unmanned Aircraft (Bodily Injury And Property Damage Liability Only)

With respect to Paragraph **A**. Bodily Injury And Property Damage Liability under Section **II** – General Liability Coverages of the Auto Dealers Coverage Form, this endorsement excludes coverage for bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with the exception of unmanned aircraft that are designated in the Schedule of the endorsement, but only related to operations or projects that are also designated in the Schedule.

This endorsement will result in a broadening of coverage under Paragraph **A**. Bodily Injury And Property Damage Liability with respect to designated unmanned aircraft that are owned or operated by or rented or loaned to any insured, but only with respect to designated operations or projects.

However, this endorsement will result in a reduction in coverage under Paragraph **A**. to the extent that:

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft;

with respect to unmanned aircraft that are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, with respect to operations or projects that are **not** designated in the Schedule of the endorsement.

This endorsement contains an optional Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit will be subject to the General Liability Aggregate Limit or the Products And Work You Performed Aggregate Limit, whichever applies. All other limits continue to apply if and to the extent that the Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit has not been used up.

CA 27 10 – Limited Coverage For Designated Unmanned Aircraft (Personal And Advertising Injury Liability Only)

With respect to Paragraph **B.** Personal And Advertising Injury Liability under Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph **B.**, to the extent that an exposure exists with respect to unmanned aircraft, but only if such unmanned aircraft are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, with respect to operations or projects that are **not** designated in the Schedule of the endorsement.

However, this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

This endorsement contains an optional Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit will be subject to the General Aggregate Limit. The Personal And Advertising Injury Limit continues to apply if and to the extent that the Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit has not been used up.

Other Changes

COVERAGE FORMS

CA 00 01 – Business Auto Coverage Form

CA 00 20 – Motor Carriers Coverage Form

CA 00 25 – Auto Dealers Coverage Form

The Certain Trailers, Mobile Equipment and Temporary Substitute Autos provision under Covered Autos Liability Coverage, which affords "automatic" liability coverage for trailers with a load capacity of 2,000 pounds or less has been updated with a relatively equivalent provision addressing trailers with a registered Gross Vehicle Weight Rating of 3,000 pounds or less, to generally correspond with the types of trailers that currently qualify for such automatic trailer liability coverage in the insurance market.

An unmanned aircraft exclusion has been added to Covered Autos Liability Coverage to reinforce that aircraft exposures are not contemplated under auto liability insurance.

The worldwide coverage provision under the Policy Period, Coverage Territory Condition has been reinforced to generally provide that coverage applies anywhere **else** in the world, since the coverage territory of the United States of America, its' territories and possessions, Puerto Rico and Canada are already addressed in an earlier provision in this condition.

CA 00 25 – Auto Dealers Coverage Form

The insuring agreement under Paragraph **A.1.a.** of Bodily Injury And Property Damage Liability under Section **II – General Liability Coverages** has been reinforced to address certain auto-related products or work you performed exposures resulting from your auto dealer operations.

The exclusions for Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period under Paragraph **B.** Personal And Advertising Injury Liability are being reinforced to reference publications "in any manner" to address internet and electronic publications.

CA 26 01 – Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)

CA 26 02 – Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)

These forms have been revised to generally reinforce that the public or livery passenger conveyance and on-demand delivery services exclusions do not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

ENDORSEMENTS

CA 04 43 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic When Required By Written Contract Or Agreement

This new endorsement will automatically waive the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement.

CA 20 01 – Lessor – Additional Insured And Loss Payee

CA 99 14 – Fire, Fire And Theft, Fire, Theft And Windstorm And Limited Specified Causes Of Loss Coverages

CA 20 15 – Mobile Equipment

Physical Damage Coverage limit references in these endorsements have been removed, since the applicable limits are already addressed under the applicable Coverage Form's Physical Damage Coverage Limit Of Insurance provision.

CA 20 06 – Driving Schools – Non-Owned Autos

The columns for "Number Of Owned Autos Used For Driver Training" and "Number Of Driving Instructors" have been removed, in our ongoing effort to remove non-essential rating information from our forms.

CA 20 19 – Repossessed Autos

Paragraph E. is introduced to reinforce the deductible options addressed in the Schedule of this endorsement.

CA 20 33 – Autos, Leased, Hired Rented Or Borrowed With Drivers – Physical Damage Coverage

Paragraphs C.1. and C.2. have been introduced to generally reinforce that this endorsement provides stated amount coverage, consistent with the way the limits of insurance are displayed in the endorsement.

CA 20 47 – Additional Insured – General Liability Coverages – Lessor Of Leased Equipment

CA 20 49 – Additional Insured – General Liability Coverages – Grantor Of Franchise

CA 25 09 – Additional Insured – General Liability Coverages – Owners Of Leased Or Rented Land Or Premises

CA 25 29 – Additional Insured – General Liability Coverages – Concessionaires Trading Under Your Name

CA 25 30 – Additional Insured – General Liability Coverages – Controlling Interest

CA 25 31 – Additional Insured – General Liability Coverages – Grantor Of Licenses – Automatic Status When Required By Licensor

CA 25 32 – Additional Insured – General Liability Coverages – Grantor Of Licenses

CA 25 45 – Additional Insured – General Liability Coverages – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

CA 25 46 – Additional Insured – General Liability Coverages – Co-Owner Of Insured Premises

With respect to Section II – General Liability Coverages of the Auto Dealers Coverage Form, these additional insured endorsements are revised to indicate that if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally, if coverage provided to the additional insured is required by contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits Of Insurance shown in the Declarations, whichever is less.

CA 20 71 – Auto Loan/Lease Gap Coverage

This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.

CA 23 17 – Truckers Uniform Intermodal Interchange Endorsement Form UIIE-1

This form was revised to generally reinforce that cargo claims that are not a result of a motor carrier commercial vehicle accident or theft of cargo during the interchange period are not subject to indemnification, consistent with changes made to the Uniform Intermodal Interchange and Facilities Access Agreement by the Intermodal Association of America.

CA 23 24 – Agricultural Produce Trailers – Seasonal

This endorsement has been revised to address trailers with a Gross Vehicle Weight Rating exceeding 3,000 pounds used to transport agricultural produce during the specified period of operations, which is relatively equivalent to the former specification of trailers with a load capacity exceeding 2,000 pounds.

CA 23 44 – Public Or Livery Passenger Conveyance Exclusion

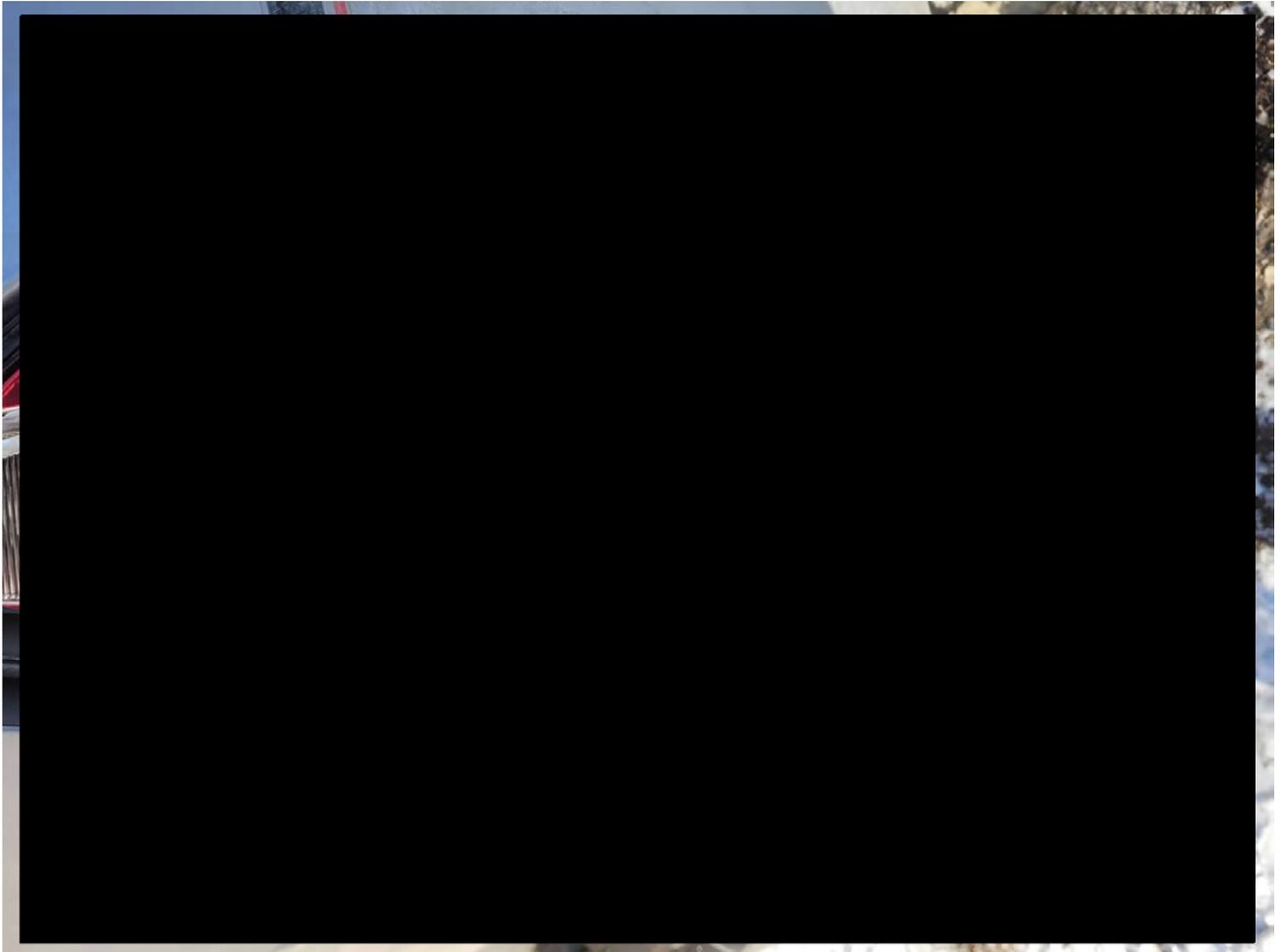
CA 23 45 – Public Or Livery Passenger Conveyance And On-demand Delivery Services Exclusion

CA 26 04 – Amendment Of Single Interest Policy Provisions – Public Or Livery Passenger Conveyance And On-demand Delivery Services Exclusion

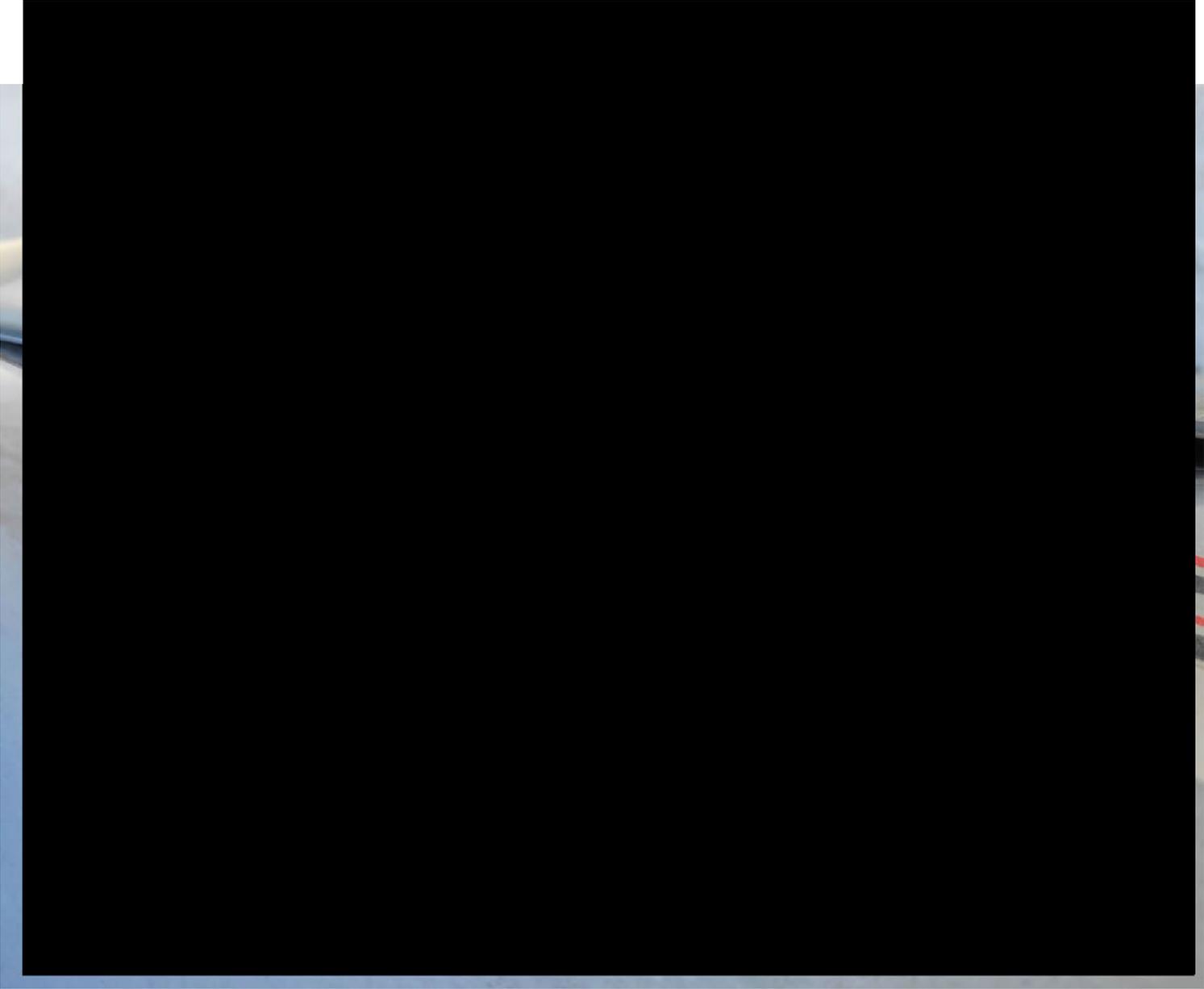
These endorsements have been revised to generally reinforce that the public or livery passenger conveyance and on-demand delivery services exclusions do not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

CA 25 49 – Limited Product Withdrawal Expense Endorsement

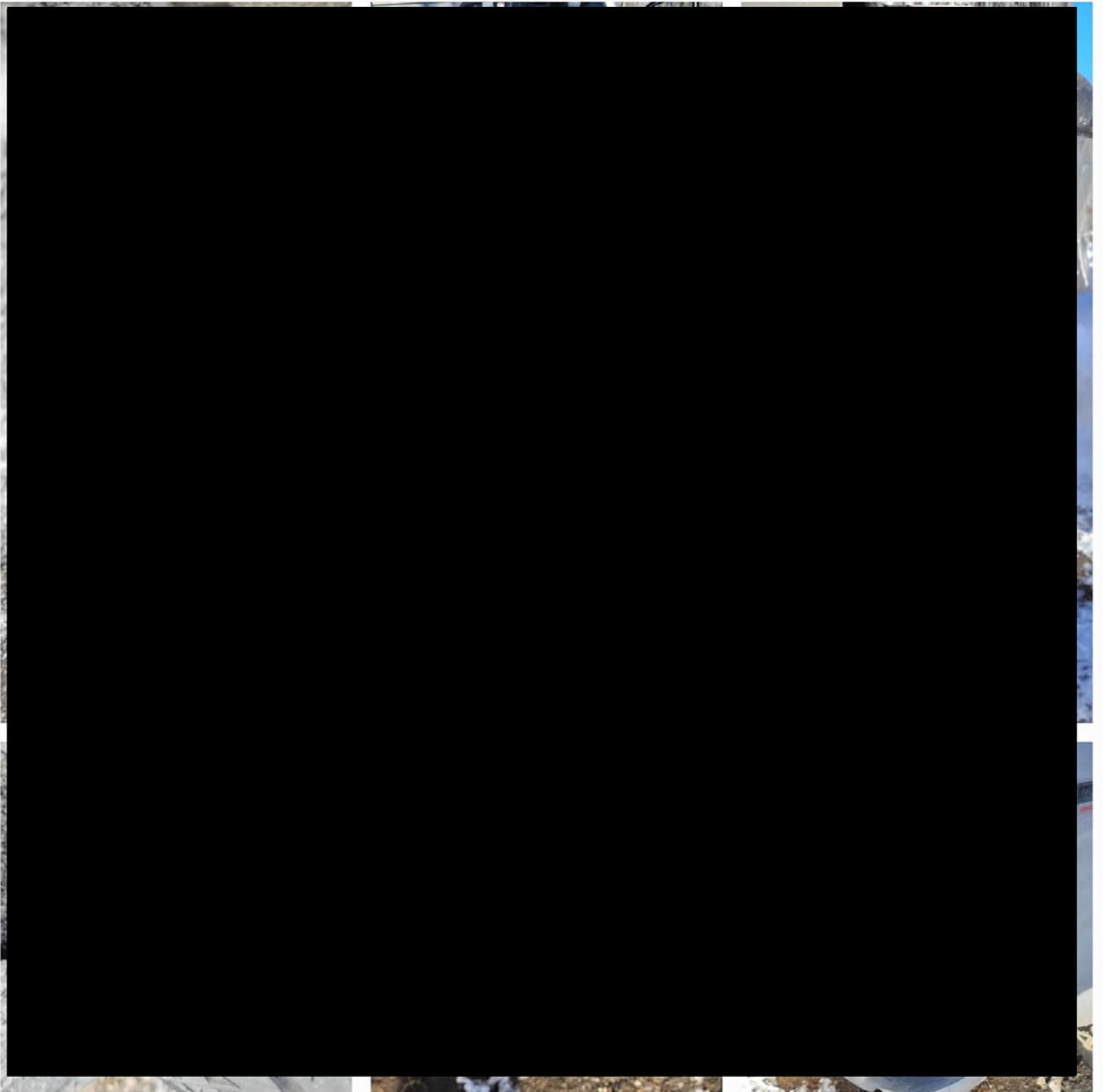
This endorsement has been revised to delete the second paragraph of Paragraph **C.1.** under the **Deductible And Participation Percentage Provisions** section relating to the insured's reimbursement to the insurer of any payment of all or part of any deductible amount that the insurer is required to pay by law, since this endorsement only relates to reimbursement for product withdrawal expenses you incur and not product withdrawal expenses that you become legally obligated to pay as damages.

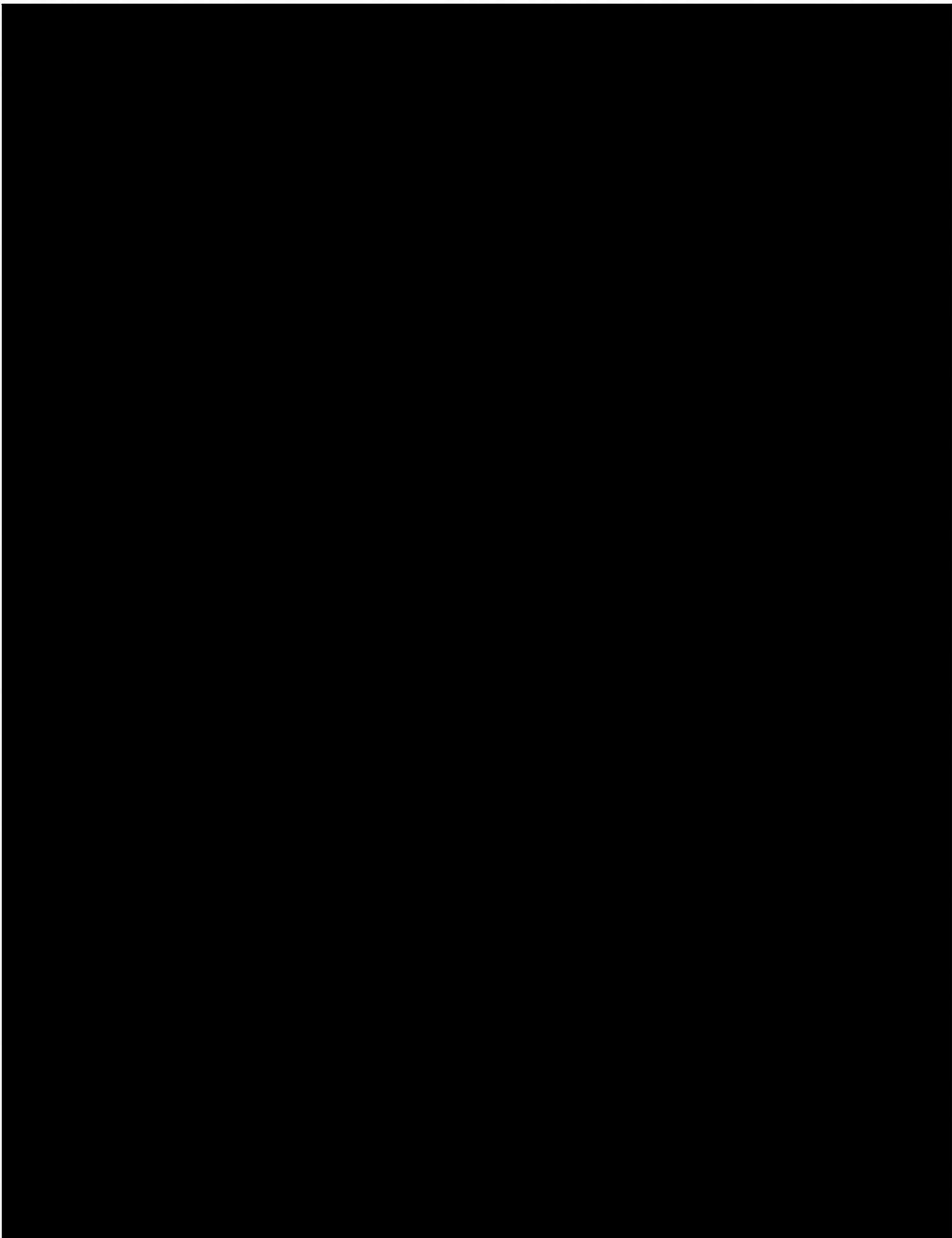






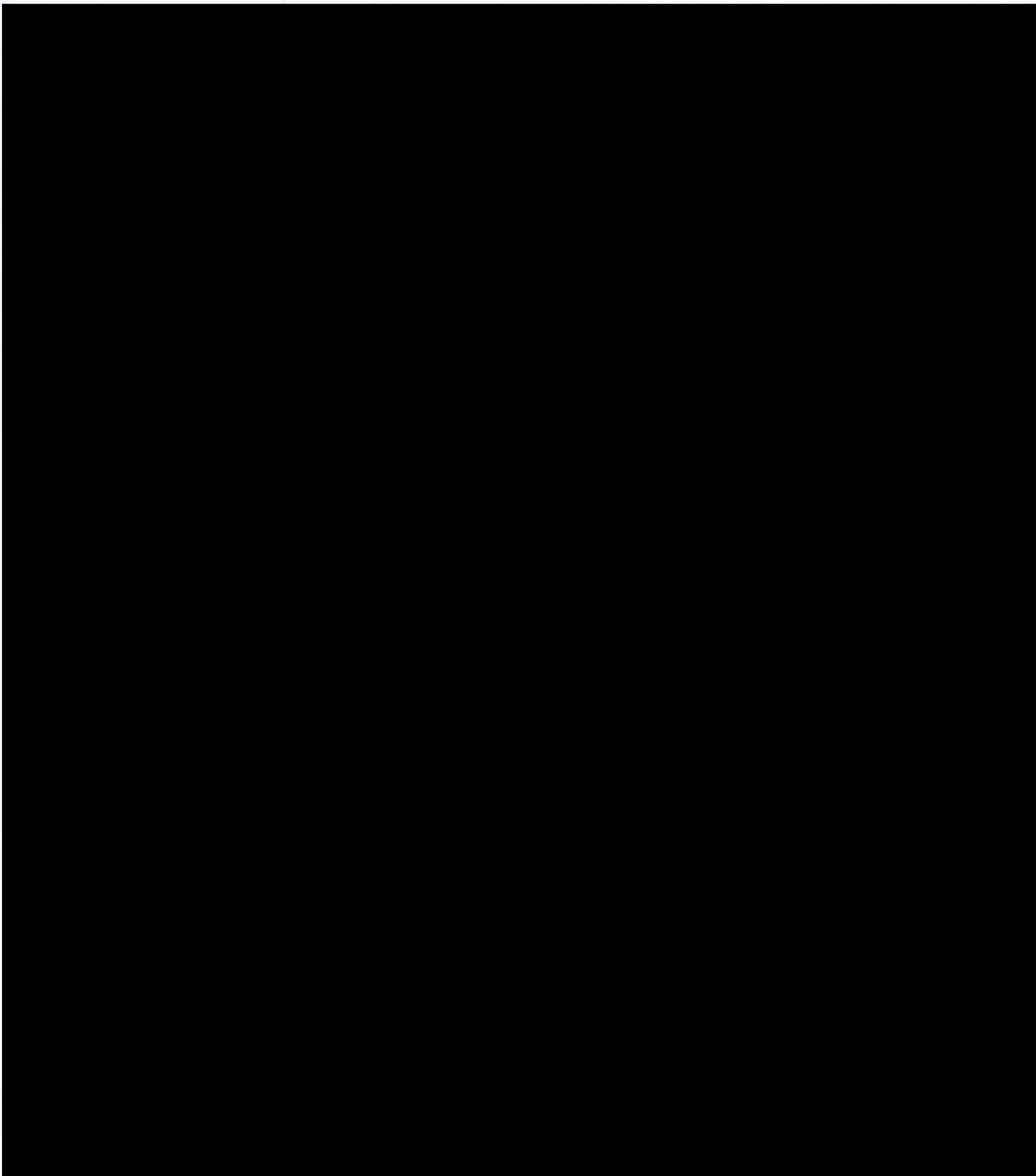






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Get live updates at www.garvise.com/e/4pf2WI



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

February 22, 2024

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Desk Adjuster
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

Medical Provider Only: If you have questions on your submitted medical bills, please call our Provider Billing Hotline at [1-608-621-9889](tel:1-608-621-9889).

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

February 22, 2024

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Desk Adjuster
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

[REDACTED]

[REDACTED] -269-0554. We encourage you to participate. Electronic billing is faster, more efficient and more cost effective for you and us.

Medical Provider Only: If you have questions on your submitted medical bills, please call our Provider Billing Hotline at 1-608-621-9889.

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.



Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

February 23, 2024

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Desk Adjuster
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001



Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

February 23, 2024

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Desk Adjuster
AFICS on behalf of Austin Mutual Insurance Company
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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

Medical Provider Only: If you have questions on your submitted medical bills, please call our Provider Billing Hotline at [1-608-621-9889](tel:1-608-621-9889).

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

September 18, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Claim Adjuster II
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Value Code/Amount Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

[REDACTED]

[REDACTED]

[REDACTED]

PPS Code:

473

Extended Comments

[REDACTED]

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

[REDACTED]

[REDACTED]

Fee Schedule

[REDACTED]

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.



Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

September 18, 2023

To Whom It May Concern,

Please find the [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Claim Adjuster II
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Value Code/Amount Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

[REDACTED]

[REDACTED]

Fee Schedule

[REDACTED]

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

September 25, 2023

To Whom It May Concern,

Please find the [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Claim Adjuster II
AFICS on behalf of Austin Mutual Insurance Company
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6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Specialty Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

September 25, 2023

To Whom It May Concern,

Please find the [REDACTED], attached.

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Sincerely,

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1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Specialty Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

Date Received:

09/18/2023

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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Underwritten By:
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Tel: 1-800-258-5310
Fax: 1-866-935-2858

6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

October 9, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

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Claim Adjuster II
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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|------------|

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Tel: 1-800-258-5310
Fax: 1-866-935-2858

6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

October 9, 2023

To Whom It May Concern,

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Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|------------|

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Underwritten By:
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Tel: 1-800-258-5310
Fax: 1-866-935-2858

6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

[REDACTED]

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

November 3, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

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Claim Adjuster II
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1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

ICD Diagnosis Code Guide

| | | |
|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|

Modifier (Mod.) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

Specialty Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

November 3, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Claim Adjuster II
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

ICD Diagnosis Code Guide

| | | |
|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|

Modifier (Mod.) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

Specialty Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

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Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
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Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

November 3, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED] attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

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eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Specialty Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

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eBill

Claim Information

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| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Value Code/Amount Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

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eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | | |
|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|------------|------------|

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6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

November 3, 2023

To Whom It May Concern,

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1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Specialty Guide

| |
|------------|
| [REDACTED] |
|------------|

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6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Value Code/Amount Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

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eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| |
|------------|
| [REDACTED] |
|------------|

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Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

November 7, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Claim Adjuster II
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Procedure Code (Proc. Code) Guide

| |
|------------|
| [REDACTED] |
|------------|

National Drug Code (NDC) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

ICD Diagnosis Code Guide

| | | |
|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

Modifier (Mod.) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

Package Type (Pkg.) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

Specialty Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

November 7, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

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AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | 06/2022 | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Procedure Code (Proc. Code) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

National Drug Code (NDC) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

ICD Diagnosis Code Guide

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Modifier (Mod.) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

Package Type (Pkg.) Guide

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
|------------|------------|

Specialty Guide

| | |
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| [REDACTED] | [REDACTED] |
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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

November 7, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Claim Adjuster II
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

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Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.



Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

November 7, 2023

To Whom It May Concern,

Please find the Explanation of Remittance [REDACTED], attached.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Claim Adjuster II
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Extended Comments

[REDACTED]

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.

Austin Mutual Insurance Company - NAIC 13412
6000 American Pkwy
Madison, WI 53783
1-877-425-2467

eBill

Claim Information

Explanation of Benefits - This is not a Bill

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Fee Schedule

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

If payment differs from the billed amount and special circumstances apply, please send an explanation and a copy of this document to us at the above address. We will review additional information and reconsider adjusting benefits.



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

KNIGHT NICASTRO MACKAY, LLC
283 W FRONT ST STE 203
MISSOULA, MT 59802-4328

Detach on perforation and return the stub

Important Information Regarding Your Claim

Business Reply Slip

*Please detach and return with your correspondence.
Remember to make sure the address shows through the window.*

MAIN STREET AMERICA INSURANCE
6000 AMERICAN PARKWAY
MADISON, WI 53783-0001



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

KNIGHT NICASTRO MACKAY, LLC
283 W FRONT ST STE 203
MISSOULA, MT 59802-4328

Claim Number: [REDACTED] 1
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

March 29, 2024

Dear Knight Nicastro MacKay, LLC,

This correspondence is regarding the [REDACTED]

Your client's claim file has been transferred to me for continued handling. If you would like to discuss your client's claim, I can be reached at the number provided.

Please contact us if you have any questions about this claim. We are glad to help.

Sincerely,

Anders Jensen

Anders Jensen
Senior Desk Adjuster
AFICS on behalf of Austin Mutual Insurance Company
Anders.Jensen@afics.com
Phone: 1-952-562-0708 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

KNIGHT NICASTRO MACKAY, LLC
283 W FRONT ST STE 203
MISSOULA, MT 59802-4328

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Policy Number: [REDACTED]
Policyholder: [REDACTED]

July 19, 2023

Dear Dylan McFarland,

This correspondence is regarding the Injury claim [REDACTED].

For the purposes of this communication, "you" and "your" refers [REDACTED].

We have received your letter advising you represent [REDACTED]. This letter will serve as our acknowledgement.

The policy at the time of this accident provides the following limits:

[REDACTED]

So that we may properly evaluate your client's claim, we ask that you provide us with the information on your client's condition, including the following items:

- Complete medical records
- Itemized copies of all medical bills
- Information concerning any prior injuries or medical conditions that may impact the evaluation of this claim
- Work release from treating physician
- Documentation from the employer to include the time missed from work, along with your client's hourly earnings and/or salary information

Our insured policy(ies) have been ordered and will be forwarded to you upon receipt.

We have not taken any recorded statements for this claim, to date.

We have determined the other driver to be fully at fault for this accident.

Please contact us if you have any questions about this claim. We are glad to help.

Sincerely,

Kate Berning-Alfred

Kate Berning-Alfred
Claim Senior Adjuster
AFICS on behalf of Austin Mutual Insurance Company
Katherine.Berning-AI@afics.com
Phone: 1-952-562-0688 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001

McFarland Molloy & Duerk

TRIAL LAWYERS

283 W. Front St.
Suite 203
Missoula, MT 59802
T: 406-519-3122
F: 406-519-3123

July 3, 2024

ATTORNEYS AT LAW

Dylan McFarland
Seamus Molloy
Adam Duerk

Austin Mutual Insurance Company Claims
claimdocuments@afics.com

Megan Taylor
AFICS/American Family
Senior Desk Advisor
Megan.Taylor@afics.com

Re: Our Client: [REDACTED]
Your Insured: [REDACTED]
Claim Number: [REDACTED]
Policy Number: [REDACTED]
Date of Loss: December 6, 2022

Ms. Taylor:

On November 9, 2023, our firm made a demand to Austin Mutual on behalf of its insured, [REDACTED]. That demand made several requests, some which were accepted and paid, whereas others remain outstanding or without a response. The purpose of this correspondence is to follow up on the outstanding issues from that demand.

1. Adjust and Settle the Claim

While the original demand letter sought the advanced payment of wages and medical expenses, the crux of the demand was to invite Austin Mutual to adjust and attempt to settle the claim as they are required to do under Montana law. "[REDACTED]"

[REDACTED]

[REDACTED]

2. Advanced Payment of Lost Income

[REDACTED]

As explained in our previous demand, the Montana Supreme Court has unequivocally determined that where liability is reasonably clear, as it is here, injured victims are entitled to payment of those damages which are not reasonably in dispute, which includes the loss of income. *Dubray v. Farmers Ins. Exch.*, 2001 MT 251, ¶¶ 13-15, 307 Mont. 134, 137-38, 36 P.3d 897, 899-900.

[REDACTED]

[REDACTED]

[REDACTED] t.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We look forward to a response within 30 days regarding Austin Mutual's position on advanced payments and resolution of this matter.

Sincerely,



Dylan M. McFarland

McFarland@MissoulaLawyers.com

DMM/ch
Enclosures

Ridley v. Guaranty Nat'l Ins. Co.

Supreme Court of Montana

October 1, 1997, Heard; October 28, 1997, Submitted ; December 24, 1997, Decided

No. 96-697

Reporter

286 Mont. 325 *; 951 P.2d 987 **; 1997 Mont. LEXIS 295 ***; 54 Mont. St. Rep. 1430

KEITH RIDLEY, Plaintiff and Appellant, v. GUARANTY NATIONAL INSURANCE COMPANY, Defendant and Respondent.

Subsequent History: Petition for Rehearing Denied January 30, 1998. Released for Publication January 30, 1998.

The Name of this Case has been Corrected by the Court January 30, 1998.

Prior History: [***1] APPEAL FROM: District Court of the First Judicial District, In and for the County of Lewis and Clark, The Honorable Dorothy McCarter, Judge presiding.

Disposition: Reversed and remanded.

Counsel: For Appellant: John M. Morrison (argued), Meloy & Morrison, Helena, Montana.

For Respondent: Guy W. Rogers (argued) and Tiffany B. Lonnevik; Brown, Gerbase, Cebull, Fulton, Harman & Ross; Billings, Montana.

For Amici Curiae: Ira Eakin and Michael G. Eiselein; Lynaugh, Fitzgerald & Eiselein; Billings, Montana (for Montana Trial Lawyers Association). Mark Staples, Staples Law Office, Helena, Montana (for Montana Chiropractic Association).

Judges: Justice Terry N. Trieweiler delivered the opinion of the Court. We Concur: J. A. Turnage, Chief Justice, James C. Nelson, Jim Regnier, William E. Hunt, Sr., W. William Leaphart, Justices. Justice Karla M. Gray, concurring in part and dissenting in part.

Opinion by: Terry N. Trieweiler

Opinion

[*327] [**988] Justice Terry N. Trieweiler delivered the opinion of the Court.

The plaintiff, Keith Ridley, filed a complaint for declaratory judgment against the defendant, Guaranty National Insurance Company, in the District Court for the First Judicial District in Lewis and Clark [***2] County. Ridley sought a District Court judgment that [§ 33-18-201, MCA](#), of the Montana Unfair Trade Practices Act requires a tort-feasor's insurer to pay the actual medical expenses of a tort victim as they are incurred when liability is reasonably clear. The District Court concluded that an insured does not have an obligation in all cases to pay an injured third party's medical expenses in advance of full and final settlement, even though liability is reasonably clear, and granted summary judgment to Guaranty National. Ridley appeals that decision. We reverse the order and judgment of the District Court.

The following issues are presented on appeal:

1. Did the District Court err when it concluded that the issue raised by Ridley's complaint was not appropriate for declaratory judgment pursuant to [§§ 27-8-201 and -202, MCA](#), of the Uniform Declaratory Judgments Act?
2. Pursuant to [§ 33-18-201, MCA](#), of the Montana Unfair Trade Practices Act, does an insurer have an obligation to pay medical expenses as incurred by an injured third-party tort victim when the liability of its insured is reasonably clear?

FACTUAL BACKGROUND

The factual record in this case is minimal. It consists [***3] of those allegations in Keith Ridley's complaint which are admitted by Guaranty National and Ridley's affidavit. There are also a number of documents attached to Ridley's complaint, and additional documents attached to briefs filed by Guaranty National in the District Court. There is little foundation for these documents and it is unclear the extent to which they have been or should be considered. However, based on the parties' allegations and the arguments made in both the District Court and this Court, it appears that the

following facts are undisputed.

Ridley was injured on November 2, 1995, when the automobile in which he was a passenger collided with a vehicle operated by Kenneth Roope who was then insured against liability by Guaranty National. [*328] The driver of Ridley's vehicle was attempting to make a left-hand turn. Roope was attempting a pass to the left side of that vehicle.

In correspondence to Ridley's attorney, Guaranty National's claims adjuster acknowledged that the company's insured was 90 percent at fault for the collision. Ridley's attorney later advised the same adjuster that his client could not afford the medical treatment that had been prescribed for the injuries [***4] caused by the collision, including an MRI exam and physical therapy, and asked that those expenses be paid by Guaranty National. He explained that because Guaranty National had admitted that it was more than 50 percent at fault for the collision, it was liable to the claimant for all of his damages pursuant to principles of joint and several liability, and advised Guaranty National that after Ridley's condition had stabilized they would [**989] discuss full and final settlement of his claims with Guaranty National.

Guaranty National's adjuster advised Ridley's counsel that no medical expenses would be paid in advance of final settlement of Ridley's claim.

Ridley filed a complaint for declaratory judgment in the District Court for the First Judicial District in Lewis and Clark County, named Guaranty National as the defendant, and asked the District Court to conclude, pursuant to [§ 33-18-201, MCA](#) (Montana Unfair Trade Practices Act), that Guaranty National did have an obligation to pay medical expenses where liability is reasonably clear regardless of whether a final settlement had been agreed upon.

In its answer, Guaranty National admitted that a collision occurred on November [***5] 2, 1995, involving an automobile in which Ridley was a passenger and an automobile operated by its insured. It also admitted that its insured had the majority of fault for the accident and that it declined to pay for Ridley's ongoing medical expenses. However, it explained that its refusal was partially based on uncertainty about the causal relationship between the accident and the extent of Ridley's injuries. As an affirmative defense, Guaranty National alleged that there was no obligation pursuant to Montana law for an insurer to pay medical expenses of an injured third party before full and final settlement of

that person's claim.

Both parties moved for summary judgment. Ridley's motion was denied and Guaranty National's motion was granted.

The District Court based its order on the following legal conclusions:

1. [Section 33-18-201, MCA](#), of the Unfair Claims Practices Act, requires that plaintiff prove that the insurer's conduct complained of [*329] occur "with such frequency as to indicate a general business practice" and, therefore, even if Ridley's interpretation of the statute is correct, Guaranty National is not required in every case to make advance payment of medical expenses.

[***6] 2. In this case, Guaranty National denies a causal relationship between its conduct and the full extent of Ridley's injuries; therefore, declaratory judgment will not resolve all issues before the parties and is not appropriate pursuant to the Uniform Declaratory Judgment Act.

3. The Unfair Claims Practices Act does not require an insurer to pay an injured party's medical expenses prior to final settlement in all cases, even where liability is reasonably clear.

In response to Ridley's appeal, Guaranty National concedes that the District Court erred when it concluded that he must prove a general business practice in order to state a claim pursuant to the Unfair Claims Practices Act. Guaranty National concedes that pursuant to [§ 33-18-242\(2\), MCA](#), a third-party claimant has an independent cause of action against an insurer for a violation of [§ 33-18-201\(6\)](#) and [\(13\), MCA](#), without regard to whether the insurer's alleged violations occurred with "such frequency as to indicate a general business practice." Therefore, we will confine our review to the last two bases for the District Court's order which granted summary judgment.

ISSUE 1

Did the District Court err when it concluded [***7] that the issue raised by Ridley's complaint was not appropriate for declaratory judgment pursuant to [§§ 27-8-201](#) and [-202, MCA](#), of the Uniform Declaratory Judgments Act?

"When a district court determines that declaratory relief is not necessary or proper, we will not disturb the court's

ruling absent an abuse of discretion." [Remington v. Department of Corr. & Human Servs. \(1992\), 255 Mont. 480, 483, 844 P.2d 50, 51](#), overruled on other grounds by [Orozco v. Day \(Mont. 1997\), 934 P.2d 1009, 54 Mont. St. Rep. 200](#). However, we review the district court's conclusions on which its decision is based, as we do all legal issues, to determine whether they have been correctly decided. See [Carbon County v. Union Reserve Coal Co., Inc. \(1995\), 271 Mont. 459, 469, 898 P.2d 680, 686](#).

The District Court concluded that declaratory judgment could not be granted without **[**990]** a justiciable controversy and, based on our decision in [Brisendine v. Department of Commerce \(1992\), 253 Mont. 361, 833 P.2d 1019](#), concluded that that requires "a controversy the **[*330]** judicial determination of which will have the effect of a final judgment in law or decree in equity upon the rights, status, or legal relationships **[***8]** of one or more of the real parties in interest." [Brisendine, 253 Mont. at 364, 833 P.2d at 1021](#). The District Court concluded that that type of relief could not be granted in this case because there were factual issues regarding the insurer's liability in addition to the legal issue raised by Ridley. Specifically, the District Court concluded that there was an issue regarding the extent to which Guaranty National's insured caused the injuries for which Ridley sought medical treatment.

On appeal, Ridley contends (1) that there was no issue regarding causation based on his uncontroverted affidavit that the injuries for which he was being treated were caused by the collision in which he was involved on November 2, 1995; and (2) that even if there were factual issues regarding causation, he is still entitled, pursuant to [§§ 27-8-201 and -202, MCA](#), of the Uniform Declaratory Judgment Act, to have legal issues resolved when his rights, status, or legal relations are affected by statute.

Guaranty National responds that the District Court did not abuse its discretion when it refused to grant declaratory relief because a justiciable controversy is a prerequisite to such relief, and **[***9]** a justiciable controversy requires that the judicial determination being sought finally resolve the rights, status, or legal relations of the parties. It contends that that cannot be accomplished in this case because regardless of the court's interpretation of the Unfair Claims Practices Act, there remains an issue regarding the extent of Guaranty National's liability for Ridley's medical benefits. Guaranty National contends that the District Court correctly decided, based on our decision in [Brisendine](#),

to deny Ridley the relief he sought.

[Section 27-8-201, MCA](#), of the Uniform Declaratory Judgment Act, provides, in relevant part, as follows: "Courts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed."

[Section 27-8-202, MCA](#), of the same Act, provides:

Any person . . . whose rights, status, or other legal relations are affected by a statute . . . may have determined any question of construction or validity arising under . . . statute . . . and obtain a declaration of rights, status, or other legal relations thereunder.

This Court's role in the construction **[***10]** of a statute is simply to declare what is stated by the plain terms of the statute and not to insert what has been omitted. [Section 1-2-101, MCA](#). The plain **[*331]** language of [§ 27-8-202, MCA](#), provides that persons whose rights, status, or other legal relations are affected by statute may ask the courts of this state to construe that statute for the purpose of declaring those rights. [Section 27-8-201, MCA](#), makes clear that that right to have statutes construed is not dependent on whether further relief "is or could be claimed." In other words, it is not a basis for denying declaratory relief that all of the "rights, status, or other legal relations" of the parties cannot be decided in the same proceeding.

The facts in [Brisendine](#) are distinguishable from those in this case and we conclude that the District Court erred when it relied on that decision to deny declaratory relief.

In [Brisendine](#), the plaintiff was a denturist whose proposal to associate professionally with a dentist had been rejected by the Board of Dentistry based on its interpretation of [§ 37-4-103, MCA](#). Before the Board issued its final decision, [Brisendine](#) filed a complaint in district court for a declaratory judgment **[***11]** to the effect that [§ 37-29-103, MCA](#), did not prohibit him from entering into a business association with a dentist. The district court dismissed his complaint pursuant to Rule 12(b)(6), M.R.Civ.P., on the ground that it did not present a justiciable controversy. On appeal, we held that [Brisendine's](#) complaint lacked sufficient specificity regarding his proposed business association to enable the Court to render a **[**991]** judgment which was anything other than advisory, and that the more appropriate procedure would be to exhaust his administrative remedies before the Board and then

appeal the Board's decision, if adverse, to the district court. However, we did not hold that before a party is entitled to declaratory relief, he or she must establish that the relief sought will resolve all issues between the parties.

In this case, Guaranty National has denied Ridley's claim on several bases--one being that it has no legal obligation to pay Ridley's medical expenses prior to a final settlement of all of his claims. While there may also be a factual dispute regarding causation and the extent of Guaranty National's ultimate liability, it does Ridley no good to further document the relationship [***12] between the collision with Guaranty National's insured and his injuries so long as Guaranty National operates under the assumption that it has no obligation to pay for even those medical expenses clearly caused by its insured, absent Ridley's willingness to settle all other claims for damages related to the collision.

Furthermore, Guaranty National has some basis at the present time for asserting that it has no obligation to pay for Ridley's medical [*332] expenses. In two separate federal district court decisions, there has been a determination that insurers are not obligated pursuant to [§ 33-18-201, MCA](#), to pay medical expenses incurred by third-party tort victims prior to a final settlement of that person's claims. See *Young v. Simenson* (D. Mont. June 6, 1987), CV-87-062-GF; *Jensen v. State Farm Mut. Auto. Ins. Co.* (D. Mont. 1990), 8 Mont. Fed. Rep. 262. Because of these decisions, Ridley correctly points out that even if he incurred medical expenses due to the negligence of Guaranty National's insured, and even if its insured's liability for those damages is reasonably clear and Guaranty National still refuses to pay for those expenses, he cannot enforce his rights to [***13] compensation pursuant to [§ 33-18-242, MCA](#), because of the following provision in subparagraph (5) of that statute: "An insurer may not be held liable under this section if the insurer had a reasonable basis in law or in fact for contesting the claim or the amount of the claim, whichever is in issue." [Section 33-18-242\(5\), MCA](#). In other words, based on the federal decisions, even if they are incorrect, Ridley's rights under the Act are unenforceable.

For these reasons, we conclude that the District Court erred as a matter of law when it held that the relief sought by Ridley did not present a justiciable controversy, and that the District Court abused its discretion when it declined to render a declaratory judgment in this matter pursuant to [§§ 27-8-201 and -202, MCA](#), in order to resolve the respective rights and

obligations of the parties, as established by Montana's Unfair Claims Practices Act.

ISSUE 2

Pursuant to [§ 33-18-201, MCA](#), of the Montana Unfair Trade Practices Act, does an insurer have an obligation to pay medical expenses as incurred by an injured third-party tort victim when the liability of its insured is reasonably clear?

[Section 33-18-201, MCA](#), provides in part [***14] that:

No person may, with such frequency as to indicate a general business practice, do any of the following:

....

(6) neglect to attempt in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear;

....

[*333] (13) fail to promptly settle claims, if liability has become reasonably clear, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage

Ridley contends that Guaranty National is liable for medical expenses caused by its insured when liability is reasonably clear, without regard to whether a final settlement has or can be agreed upon, because subsection (6), by its plain language, makes no reference to final settlement of all claims, but refers instead to "settlements." He contends that Guaranty National has the same obligation [**992] pursuant to subsection (13) because Guaranty National's obligation to pay medical expenses is a "portion" of its duty pursuant to the liability coverage it provided to its insured which cannot be withheld as leverage to influence settlement of its obligation for other portions of coverage [***15] such as lost wages, lost earning capacity, or pain and suffering. He contends that when this Court held otherwise in [Juedeman v. National Farmers Union Property and Casualty Co. \(1992\), 253 Mont. 278, 833 P.2d 191](#), it misapplied subsection (13).

Guaranty National responds that it has no obligation to pay medical expenses incurred by a third-party claimant prior to final settlement of that person's claim, even if liability is reasonably clear, because the Montana Legislature did not intend piecemeal compensation for each aspect of a claimant's injury; the Federal District Court, on two separate occasions, has held that the Unfair Claims Practices Act does not impose such an obligation; and [§ 33-18-201\(13\), MCA](#), was specifically

found inapplicable to these circumstances in *Juedeman*. See [Juedeman, 253 Mont. at 281, 833 P.2d at 193](#). Finally, Guaranty National notes that an amendment was offered to the Unfair Claims Practices Act through House Bill No. 433 in the 1995 session of the Montana Legislature, which would have imposed an obligation to pay medical expenses prior to final settlement where liability is reasonably clear, but that that amendment was not adopted. Therefore, [***16] the Legislature obviously did not intend to impose such an obligation.

The District Court, even though it concluded that a declaratory judgment should not be granted, concluded that the statute does not, as a matter of law, require that an insurer, in all cases, pay an injured third party's medical expenses in advance of settlement, even when liability is reasonably clear. Other than its previously discussed rationale that declaratory relief was not appropriate, and other [*334] factual issues regarding causation remain to be decided, the District Court gave no further explanation for its conclusion.

We hold that the District Court erred when it concluded that the statute in question does not require an insurer to pay an injured third party's medical expenses until final settlement, even when liability is reasonably clear. We conclude that both subsections (6) and (13) of [§ 33-18-201, MCA](#), by their terms, impose such an obligation. This does not mean that an insurer is responsible for all medical expenses submitted by an injured plaintiff. Liability must be reasonably clear for the expense that is submitted. That is, even though liability for the accident may be reasonably clear, an insurer [***17] may still dispute a medical expense if it is not reasonably clear that the expense is causally related to the accident in question.

Although the U.S. District Court for the State of Montana, in two separate cases, has held otherwise, those decisions offer no rationale for the legal conclusion arrived at and, as we have previously held, we are not constrained by the federal judiciary's decisions when they interpret Montana law. See [Boreen v. Christensen \(1994\), 267 Mont. 405, 416, 884 P.2d 761, 767](#).

As pointed out in [Black's Law Dictionary](#), the word "settle" has different legal connotations in different situations: "The term may be employed as meaning to agree, to approve, to arrange, to ascertain, to liquidate, to come to or reach an agreement," and other things. [Black's Law Dictionary](#) 1372 (6th ed. 1990). It is defined in [Webster's Ninth New Collegiate Dictionary](#) 1078

(1984), where relevant, as "to adjust differences or accounts." No definition offered by either party requires that a "settlement" resolve all disputes or all claims between two parties.

We conclude that the language of [§ 33-18-201\(6\), MCA](#), imposes no such requirement. In fact, the reference to [***18] "settlements," rather than a "final settlement," would suggest that the Montana Legislature anticipated that an insurer may have more than one obligation arise from the same incident.

Neither are we persuaded by Guaranty National's argument that because the 1995 Legislature declined to amend the Unfair Claims Practices Act by adding a specific requirement to pay medical expenses prior to final settlement of claims it can be inferred that no such requirement is intended by the Act.

[**993] First, the proposed amendment was tabled at the request of its sponsors after it was amended to the point where its supporters concluded that it was less protective than the existing law. Hearing [*335] on H.B. 443 before the Montana Senate 1995 Legislature Judiciary Comm. at 4, 54th Legislature Regular Session (1995) (minutes of motion and vote to table H.B. 443). Second, at least one representative of the insurance industry testified that the amendment was not necessary because the obligation to compensate a third party when liability is reasonably clear already exists. Hearing on H.B. 443 before the Montana Senate 1995 Legislature Judiciary Comm. at 3, 54th Legislature Regular Session (1995) (describing testimony [***19] of Greg VanHorsen, representative of State Farm Insurance Companies). Finally, even if some occurrence during the 1995 Legislature arguably supported Guaranty National's position, the views of a subsequent legislative body form a hazardous basis for inferring the intent of an earlier one. See [Waterman S.S. Corp. v. United States \(1965\), 381 U.S. 252, 268, 85 S. Ct. 1389, 1398, 14 L. Ed. 2d 370, 380](#).

Furthermore, our interpretation of subsection (6) is more consistent with the purpose of [§ 33-18-201, MCA](#), which is to assure prompt payment of damages for which an insurer is clearly obligated. It is also more consistent with this state's public policy, as established by the "mandatory liability protection" provisions of Montana law found at [§§ 61-6-301 to -304, MCA](#). We have held that "it is clear that the mandatory liability insurance law seeks to protect members of the general public who are innocent victims of automobile accidents." [Iowa Mut. Ins. Co. v. Davis \(1988\), 231 Mont. 166, 170, 752 P.2d](#)

[166, 169.](#)

One of the most significant obligations that innocent victims of automobile accidents incur and for which mandatory liability insurance laws were enacted, is the obligation **[***20]** to pay the costs of medical treatment. If the insurer has no obligation to pay those expenses in a timely fashion, even though liability is reasonably clear, then the protection provided by Montana's mandatory liability laws would be of little value.

Medical expenses from even minor injuries can be devastating to a family of average income. The inability to pay them can damage credit and, as alleged in this case, sometimes preclude adequate treatment and recovery from the very injuries caused. Just as importantly, the financial stress of being unable to pay medical expenses can lead to the ill-advised settlement of other legitimate claims in order to secure a benefit to which an innocent victim of an automobile accident is clearly entitled. We conclude that this is not what was intended by the Montana Legislature when mandatory liability insurance laws and unfair claims practice laws were enacted.

[*336] We also conclude that the leveraging of undisputed claims in order to settle disputed claims is exactly what the Montana Legislature sought to prohibit when it enacted [§ 33-18-201\(13\), MCA](#), of the Unfair Claims Practices Act. We conclude that our holding in *Juedeman* does not control **[***21]** the outcome in the case and that language from *Juedeman* which appears to be inconsistent with this holding was *dicta* and unnecessary to our conclusion in that case.

In *Juedeman*, the plaintiff, whose son was seriously injured in a one-vehicle accident, demanded payment of the insured's policy limits for his injuries. The insurer conditioned payment on her release of any future loss of consortium claim. She sued the insurer for bad faith pursuant to [§ 33-18-201\(13\), MCA](#), on the grounds that the insurer's condition constituted "leveraging" in violation of that section. We held that she had not established a claim as a matter of law because the insurer agreed to pay the policy limits in exchange for a release of all claims related to her son's bodily injury. We based our conclusion on the district court's holding that the plaintiff's loss of consortium claim arose from her son's injury and, therefore, was subject to the same per person policy limits for bodily injury. We held that since she did not contest that district court ruling, the insurer could not have violated subsection (13) because it had a right to condition payment of the policy limits on

a release of all claims **[***22]** for which the limits were being paid. See [Juedeman, 253 Mont. at 281, 833 P.2d at 193](#). Those facts do not apply to this case.

However, the *Juedeman* opinion gratuitously included the following additional language, which was unnecessary to its primary conclusion:

Leveraging under [§ 33-18-201\(13\), MCA](#), requires an insurer's manipulation of two coverages. The insurer must withhold prompt settlement of a reasonably clear liability claim under one coverage, in order to influence a claim arising out of another coverage. Here, Erich's bodily injury claim and *Juedeman*'s claim for loss of consortium fall within the same policy coverage. Here, Farmers Union offered to settle both claims falling under that coverage for the maximum amount allowed under the policy. Thus, we hold the court properly found that Farmers Union did not violate [§ 33-18-201\(13\), MCA](#), and properly granted defendant's motion for summary judgment.

[Juedeman, 253 Mont. at 281, 833 P.2d at 193](#) (emphasis added).

Although our discussion of "coverages," in the context of the facts in *Juedeman*, is understandable because of the nature of the policy **[*337]** involved in that case (it provided \$ 100,000 **[***23]** bodily injury per person and \$ 300,000 per occurrence), it has incorrectly left the impression that subsection (13) is inapplicable where payment of one obligation due pursuant to a portion of coverage is withheld in order to leverage settlement of a disputed claim made pursuant to the same coverage. That result is clearly not warranted by the plain language of the statute. As pointed out by the dissenting opinion in *Juedeman*:

The majority then goes on to reason that because Erich's claim and Cindy's claim arose under the same coverage that leveraging did not occur under subsection (13). However, subsection (13) prohibits leveraging of a claim "under one *portion* of the insurance policy coverage in order to influence settlements under other *portions* of the insurance policy coverage."

[*338] [Juedeman, 253 Mont. at 285, 833 P.2d at 195](#) (Trieweiler, J., and Hunt, J., dissenting).

The dissent to *Juedeman* pointed out that the gratuitous language predicating subsection (13) on more than one

"coverage" was inconsistent with our prior decision in [Harris v. American General Life Insurance Co. \(1983\)](#), [202 Mont. 393, 658 P.2d 1089](#).

In that case, the defendant [***24] insurer had issued a \$ 10,000 life insurance policy to the plaintiff's son. An additional \$ 10,000 of coverage was available if the son died by accident. Plaintiff's son died under circumstances that suggested the possibility of suicide.

The defendant sent plaintiff a check for the amount due under the basic policy, but conditioned payment on a release of claims due under the accidental death portion of the policy. Plaintiff filed suit for payment under both portions and for punitive damages. After suit was filed . . . defendant mailed the check back to the plaintiff without the restrictive endorsement. However, after a jury trial a verdict was returned denying recovery under the accidental benefits portion of the policy, but awarding \$ 30,000 in punitive damages to the plaintiff. This Court sustained the punitive damage award under the same [§ 33-18-201\(13\), MCA](#), with which we are concerned in this case. We did so based on the defendant's refusal to pay under an undisputed portion of the policy without a release from liability under the disputed portion. . . . The controlling facts were that one claim, which was undisputed, was withheld to leverage resolution of another claim [***25] that was disputed.

[Juedeman, 253 Mont. at 286, 833 P.2d at 196](#) (Trieweiler, J., and Hunt, J., dissenting).

We conclude that [§ 33-18-201\(13\), MCA](#), applies to an insurer's failure to pay one type of damages for which liability has become reasonably clear in order to influence settlement of claims for other types of damages made pursuant to the same policy, and to the extent that there is language in *Juedeman* which suggests that the claims must be made pursuant to separate types of coverage, that language is overruled.

For these reasons, we reverse the order and judgment of the District Court and remand this case to the District Court for [***995] entry of a declaratory judgment consistent with this opinion.

Terry N. Trieweiler

Justice

We Concur:

J. A. Turnage

Chief Justice

James C. Nelson

Jim Regnier

William E. Hunt, Sr.

W. William Leaphart

Justices

Concur by: Karla M. Gray (In Part)

Dissent by: Karla M. Gray (In Part)

Dissent

Justice Karla M. Gray, concurring in part and dissenting in part.

I concur in the Court's opinion on issue one. I also concur in the result the Court reaches under issue two and its analysis and holding on [§ 33-18-201\(13\), MCA](#). [***26] Because this case can be resolved on the basis of [§ 33-18-201\(13\), MCA](#), I would not address [§ 33-18-201\(6\), MCA](#). The Court having done so, however, I must respectfully dissent from the Court's interpretation of [§ 33-18-201\(6\), MCA](#), and its result thereunder.

With regard to [§ 33-18-201\(13\), MCA](#), the Court presents a comprehensive analysis of the statute, the inapplicability of *Juedeman* to this case, and the inherent irrelevance of both House Bill No. 433--which was not enacted--and its legislative history. The Court then concludes that [§ 33-18-201\(13\), MCA](#), applies to an insurer's failure to pay one type of damages for which liability has become reasonably clear in order to influence settlement of a claim for another type of damages made pursuant to the same policy. This conclusion is little more than a "plain meaning" approach to the wording of [§ 33-18-201\(13\), MCA](#), which clearly provides for--and establishes requirements pertaining to the settlement of--claims under different portions of the insurance policy coverage. Given the nature of this action and the record before us, the Court quite properly does not hold--or even suggest--that Guaranty National's liability [***27] for the medical expenses submitted to date by Ridley is reasonably clear at this point or that Guaranty National has failed to promptly settle such a claim for medical expenses on

which its liability is reasonably clear in order to influence settlements under other portions **[*339]** of the insurance policy coverage. I concur in the Court's opinion with regard to [§ 33-18-201\(13\), MCA](#).

With regard to the Court's interpretation of [§ 33-18-201\(6\), MCA](#), however, I cannot agree. As discussed above, [§ 33-18-201\(13\), MCA](#), provides a sufficient basis on which to resolve this case; I would do so and stop there. Since the Court addresses subsection (6), MCA, and in my view does so erroneously, it is appropriate that I state the basis of my dissent from that portion of the Court's opinion.

The Court advances a relatively abbreviated interpretation of the language contained in [§ 33-18-201\(6\), MCA](#), essentially concluding that the use of the plural "settlements," rather than the singular "settlement," means that the Legislature anticipated that an insurer may have more than one obligation arise from the same incident. I submit that the Legislature's "anticipation" vis-a-vis more than one obligation **[***28]** was addressed by the Legislature in subsection (13) of [§ 33-18-201, MCA](#), as discussed above, but that the mere use of the plural "settlements" in subsection (6) does not relate to that "anticipation." Indeed, the plural usages throughout [§ 33-18-201, MCA](#), follow clearly--and, in my view, only--from the introductory portion of that statute, which is the "with such frequency" language not at issue here. That is, [§ 33-18-201, MCA](#), begins by providing that "no person may, with such frequency as to indicate a general business practice, do any of the following. . . ." It is this "frequency" language which results in the remainder of the statute being written in the plural form, as to "coverages," "claims," "settlements" and the like. The plural language does not, in my view, support the Court's implicit interpretation that subsection (6) is essentially identical to subsection (13). Indeed, if that were so, there would be no need for two different subsections in the same statute, containing substantially dissimilar language.

It is my view that subsection (6) requires an insurer to attempt in good faith to effectuate a prompt, fair, equitable and final settlement of an overall claim **[***29]** for which liability has become reasonably clear. Subsection (13), on the other hand, does not address a good faith attempt to fully and finally settle an entire claim. Instead, it requires an insurer to promptly settle a claim under one portion of the policy coverage, if liability is reasonably clear, rather than use that unsettled **[**996]** claim as leverage in settling claims under other portions of the coverage. Moreover, in my opinion, the

Court's "purpose" and "policy" discussions within the context of its analysis of [§ 33-18-201\(6\), MCA](#), **[*340]** are more consistent with giving subsection (6) a meaning different from subsection (13).

At the bottom line, however, and notwithstanding my disagreement with the Court's interpretation of [§ 33-18-201\(6\), MCA](#), I agree that this is an appropriate case for declaratory judgment. I also agree that such a judgment should be entered in Ridley's favor on the basis of [§ 33-18-201\(13\), MCA](#). On those matters, I join the Court in reversing the District Court.

Karla M. Gray

Justice

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November 9, 2023

Sent Via Email Only to:

Austin Mutual Insurance Company Claims
claimdocuments@afics.com

Kate Berning-Alfred
AFICS/American Family
EC Senior Claims Representative
katherine.berning-al@afics.com

Re: My Client: [REDACTED]
Your Insured: [REDACTED]
Claim Number: [REDACTED]
Policy Number: B1J8265B
Date of Loss: December 6, 2022

Ms. Berning-Alfred:

Our firm represents [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Liability

[REDACTED]

[REDACTED]

[REDACTED]

Liability is not in question in this matter.

Damages

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

underwent the first injection in his thoracic spine. He followed this up with treatment with a [REDACTED]

[REDACTED]

Advanced Payment of Medicals:

As a result of the incident on December 6, 2022, [REDACTED] s as discussed above.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Advanced Payment of Lost Income:

[REDACTED]

We look forward to a response within 30 days regarding Austin Mutual's position on the foregoing.

Sincerely,

KNIGHT NICASTRO MACKAY, LLC



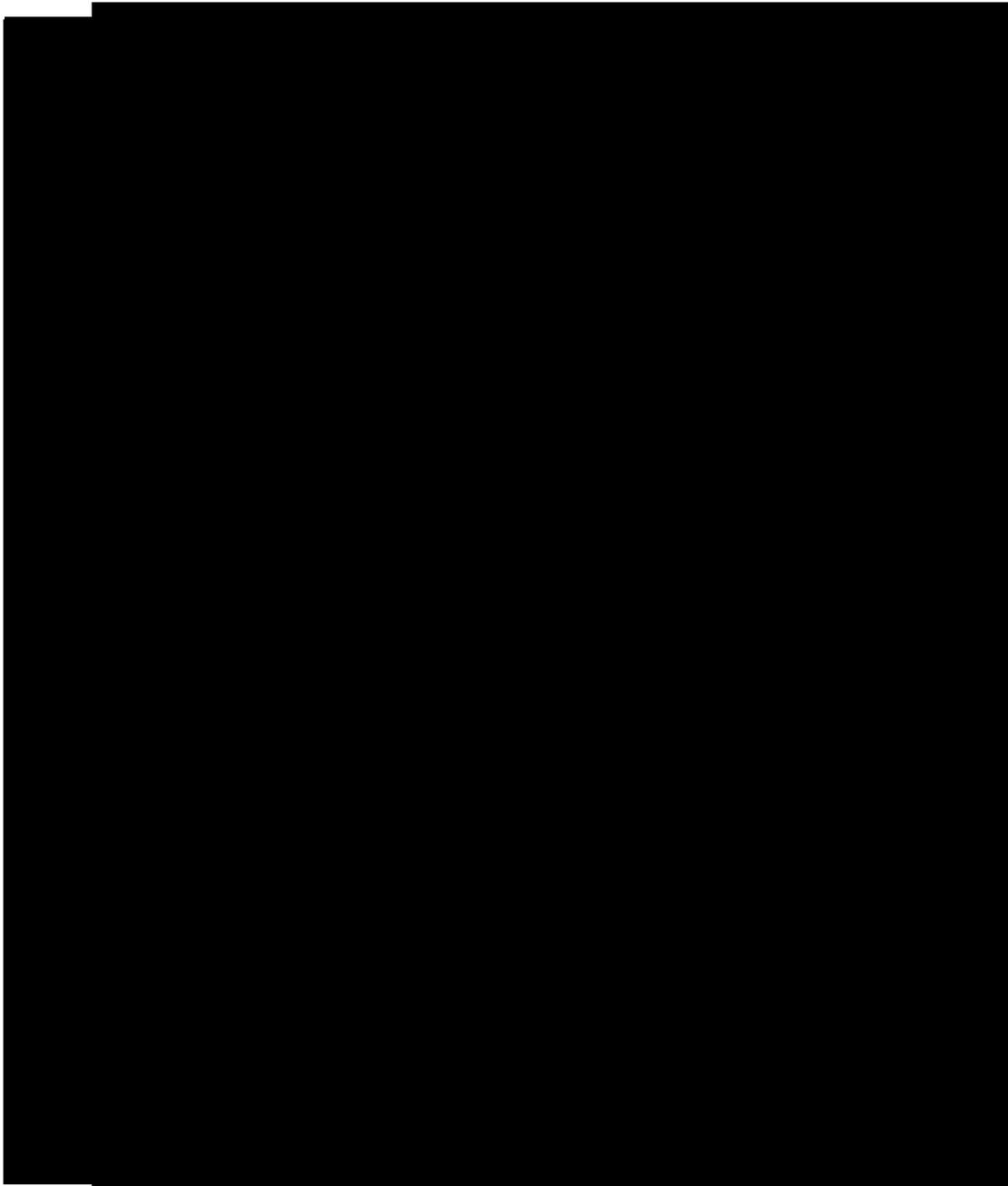
Dylan M. McFarland

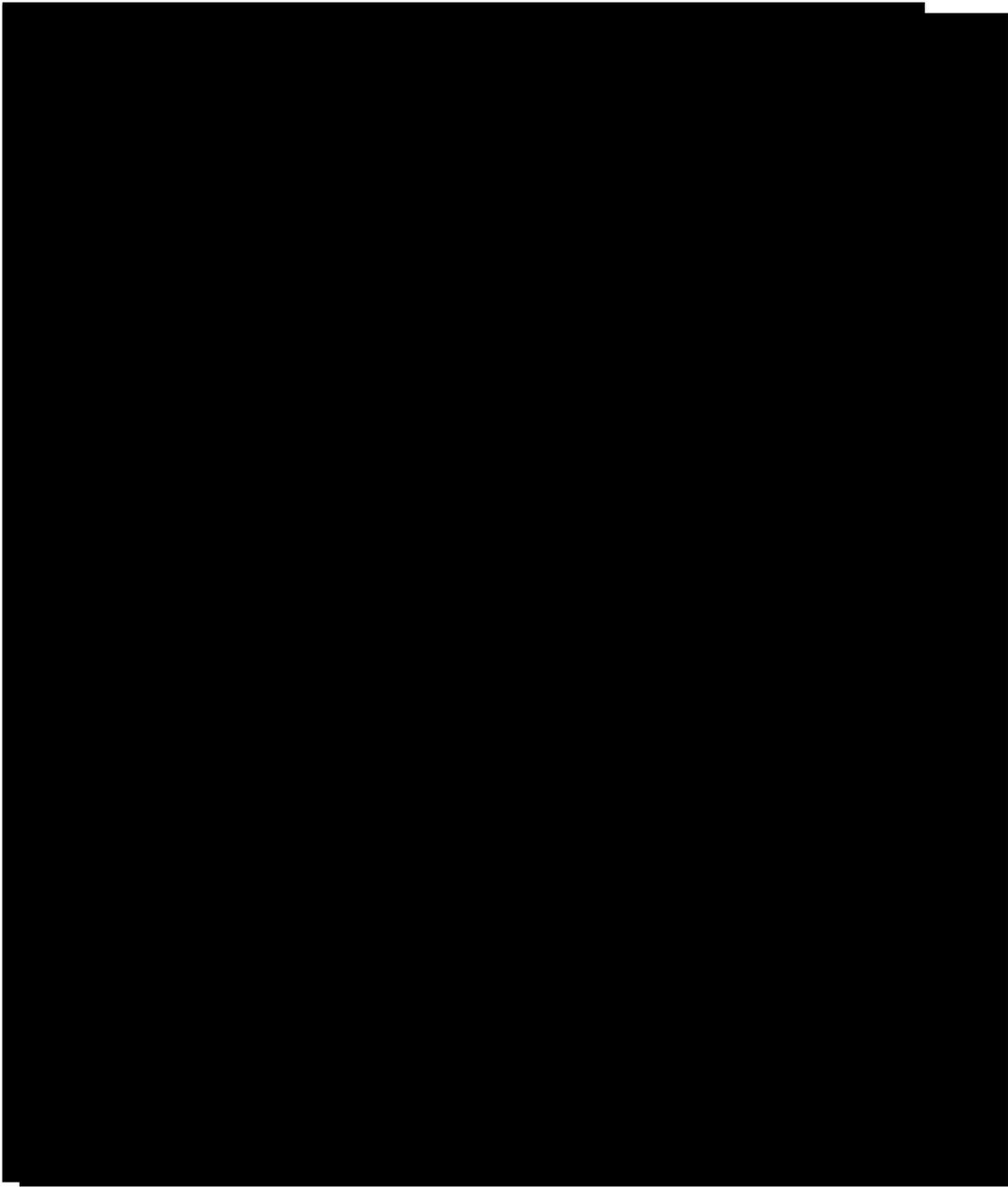


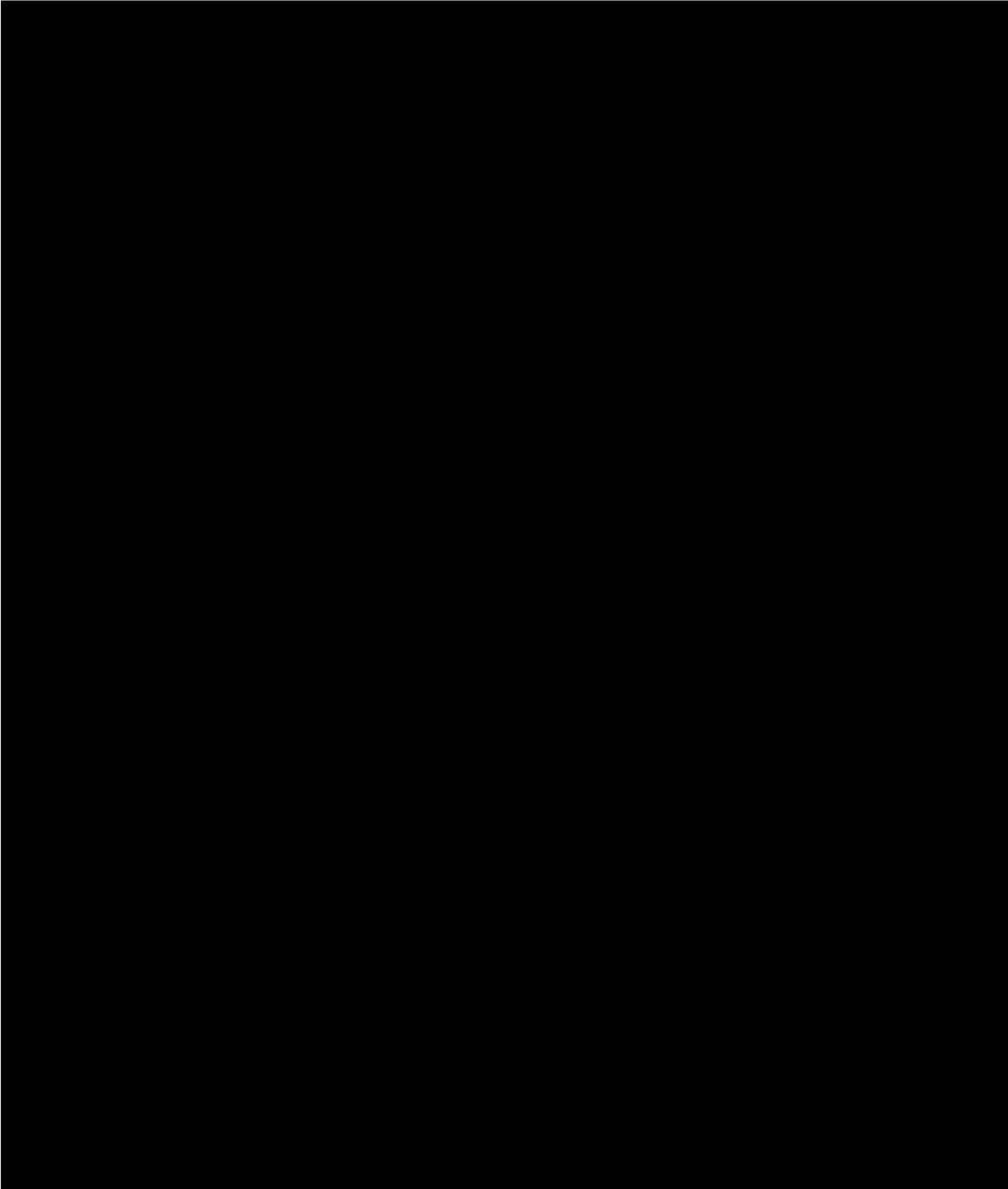
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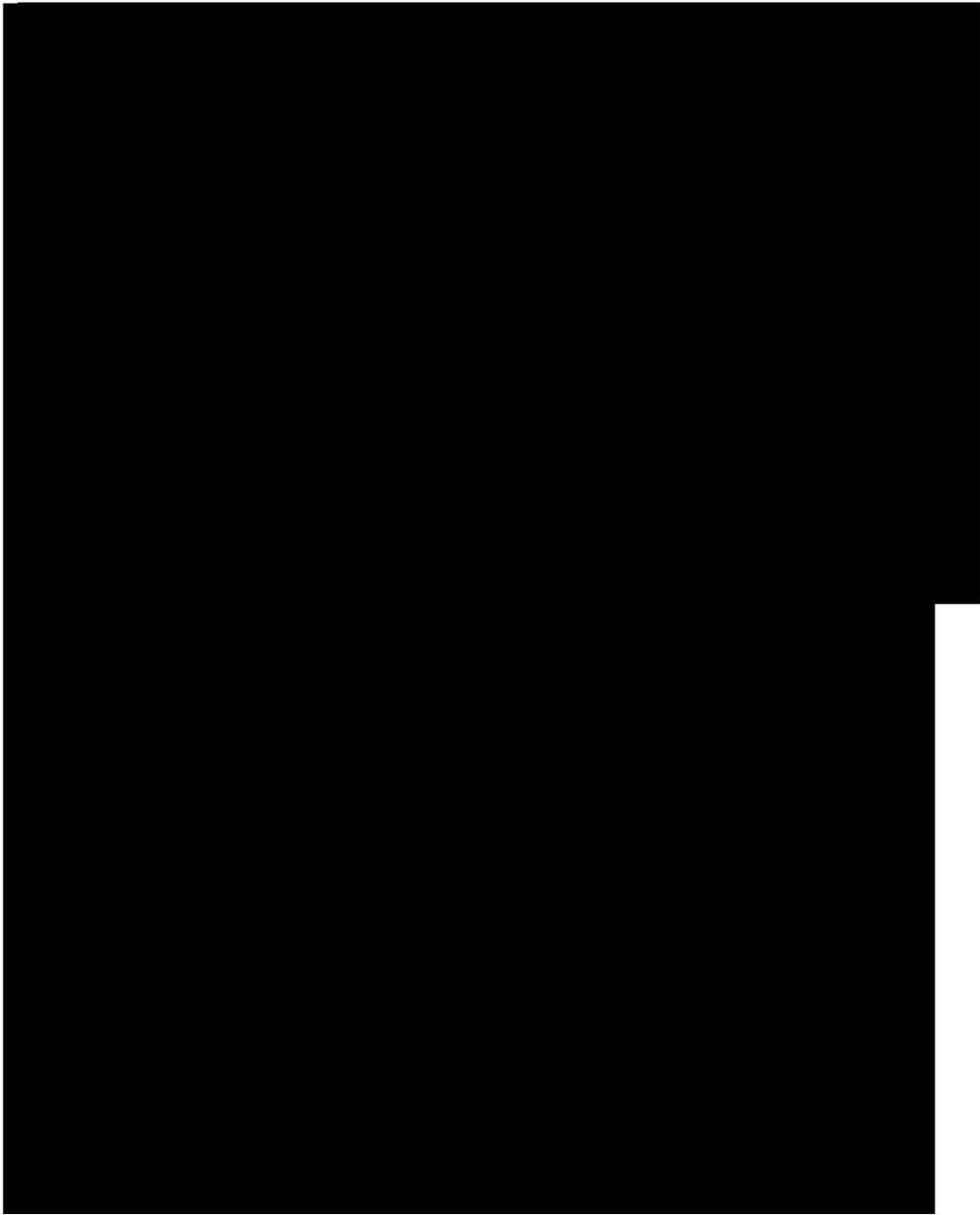
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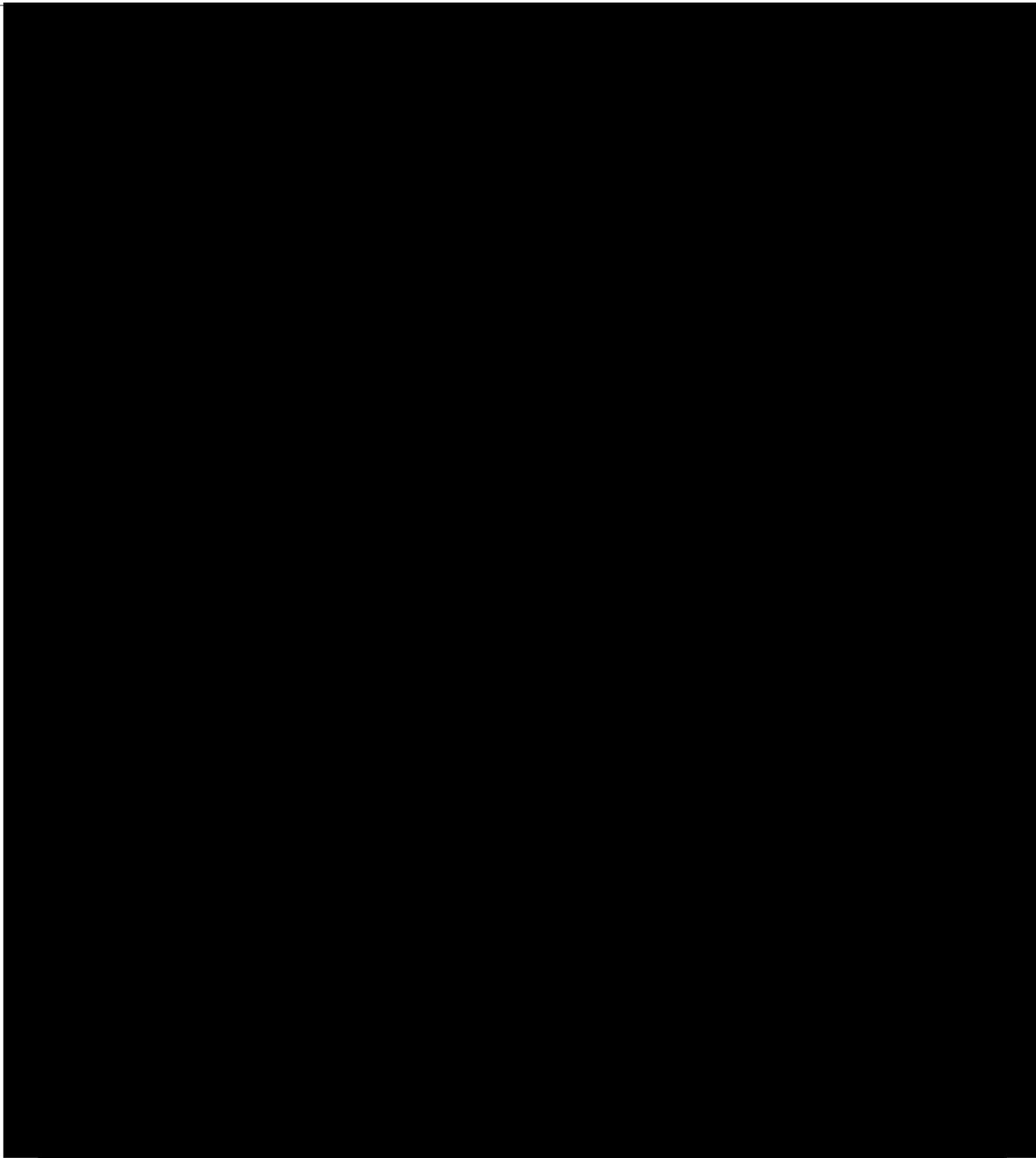
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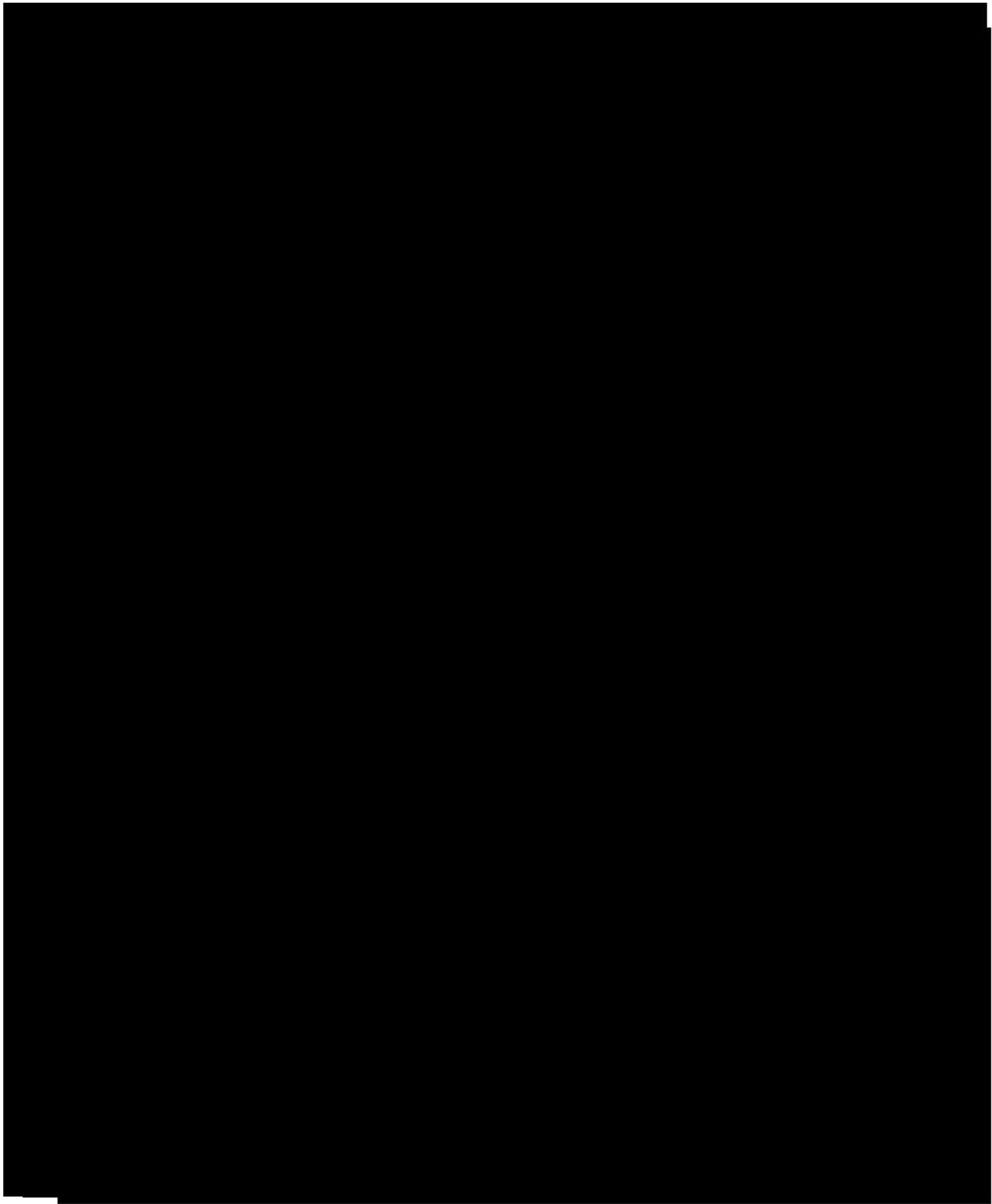


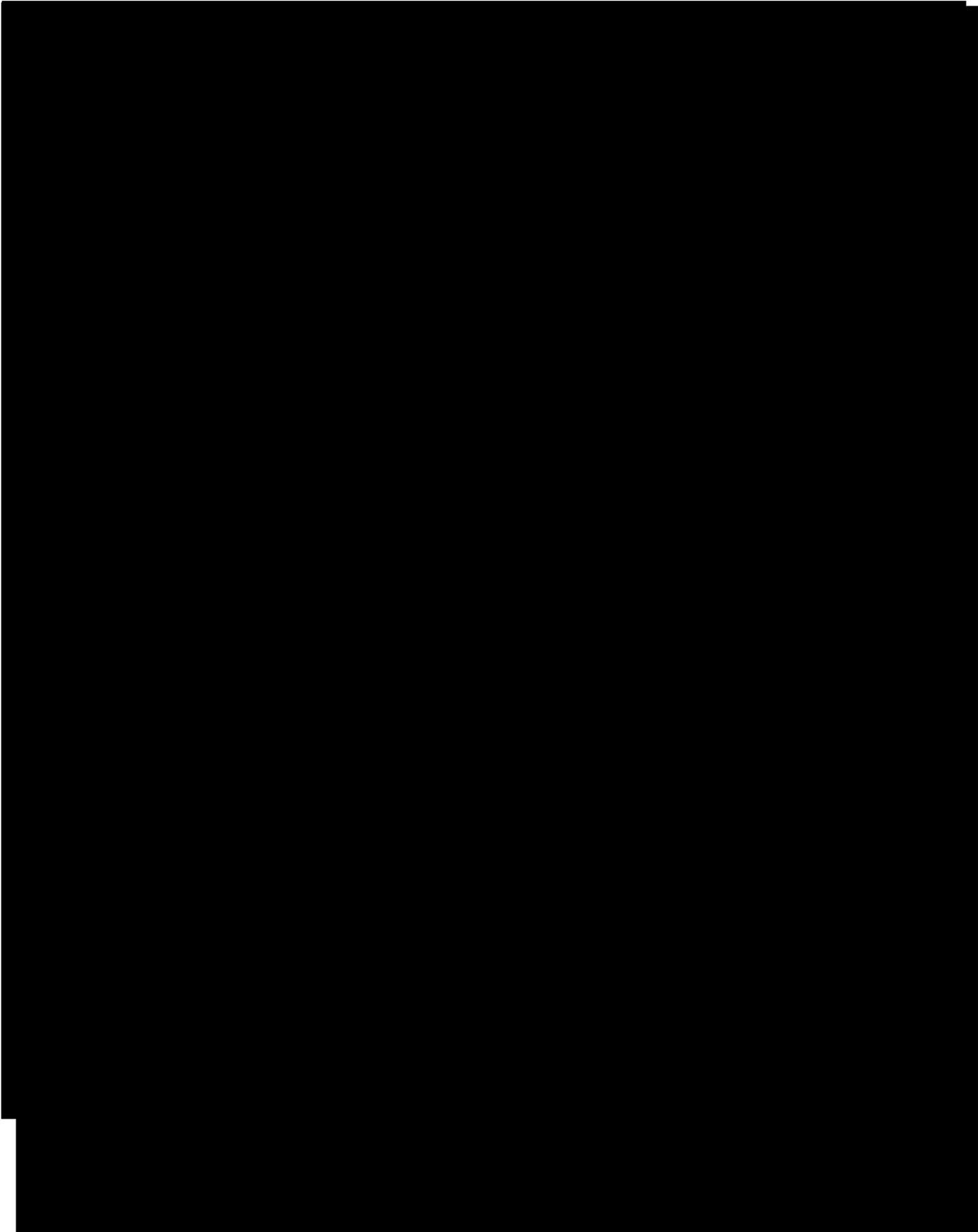


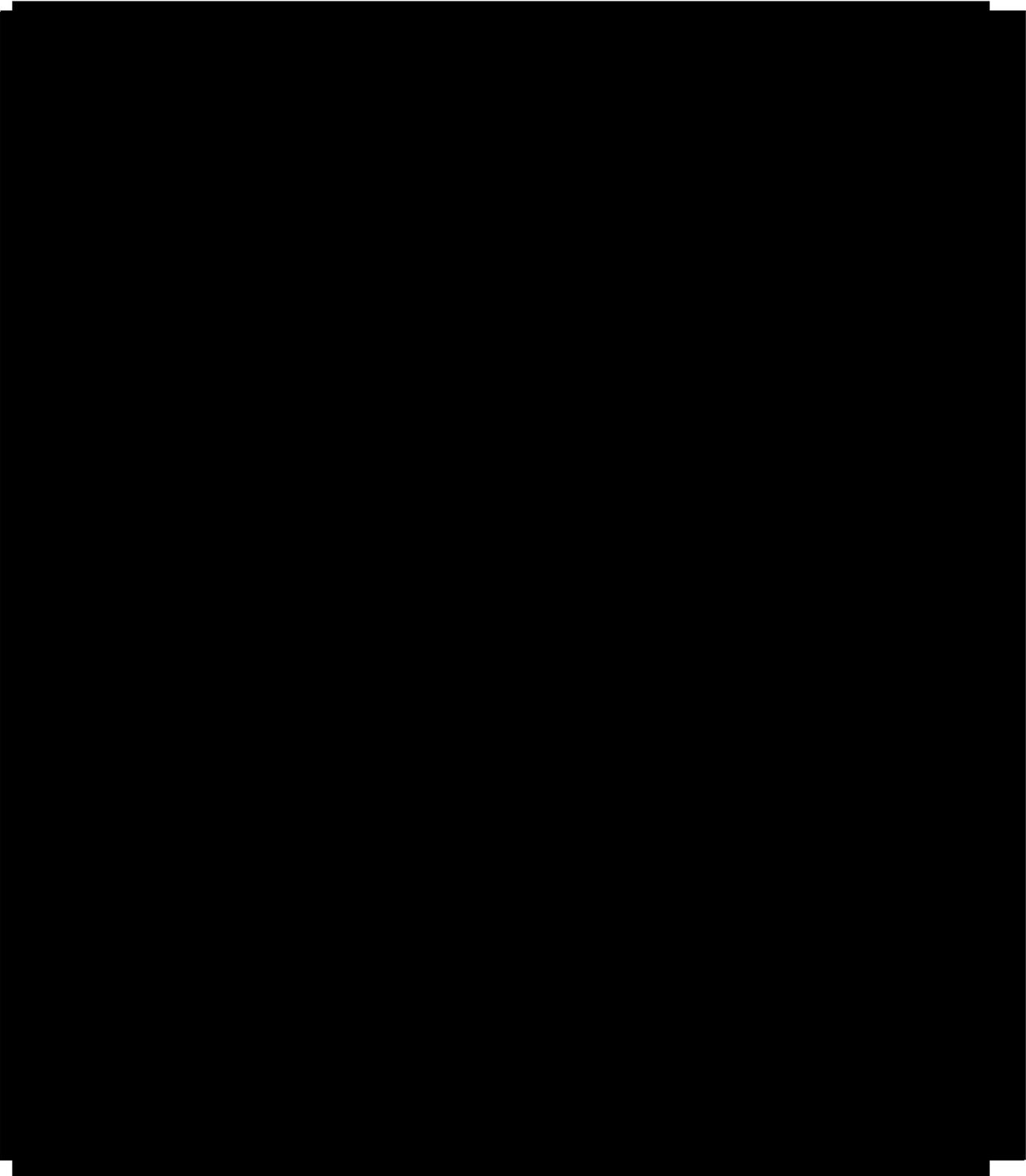














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November 9, 2023

Sent Via Email Only to:

Austin Mutual Insurance Company Claims
claimdocuments@afics.com

Kate Berning-Alfred
AFICS/American Family
EC Senior Claims Representative
katherine.berning-al@afics.com

Re: My Client: [REDACTED]
Your Insured: [REDACTED]
Claim Number: [REDACTED]
Policy Number: [REDACTED]
Date of Loss: December 6, 2022

Ms. Berning-Alfred:

Our firm represents [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Liability

On December 6, 2022,

[REDACTED]

[REDACTED]

[REDACTED]

Liability is not in question in this matter.

Damages

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

underwent the first injection in his thoracic spine. He followed this up with treatment with a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We look forward to a response within 30 days regarding Austin Mutual's position on the foregoing.

Sincerely,

KNIGHT NICASTRO MACKAY, LLC



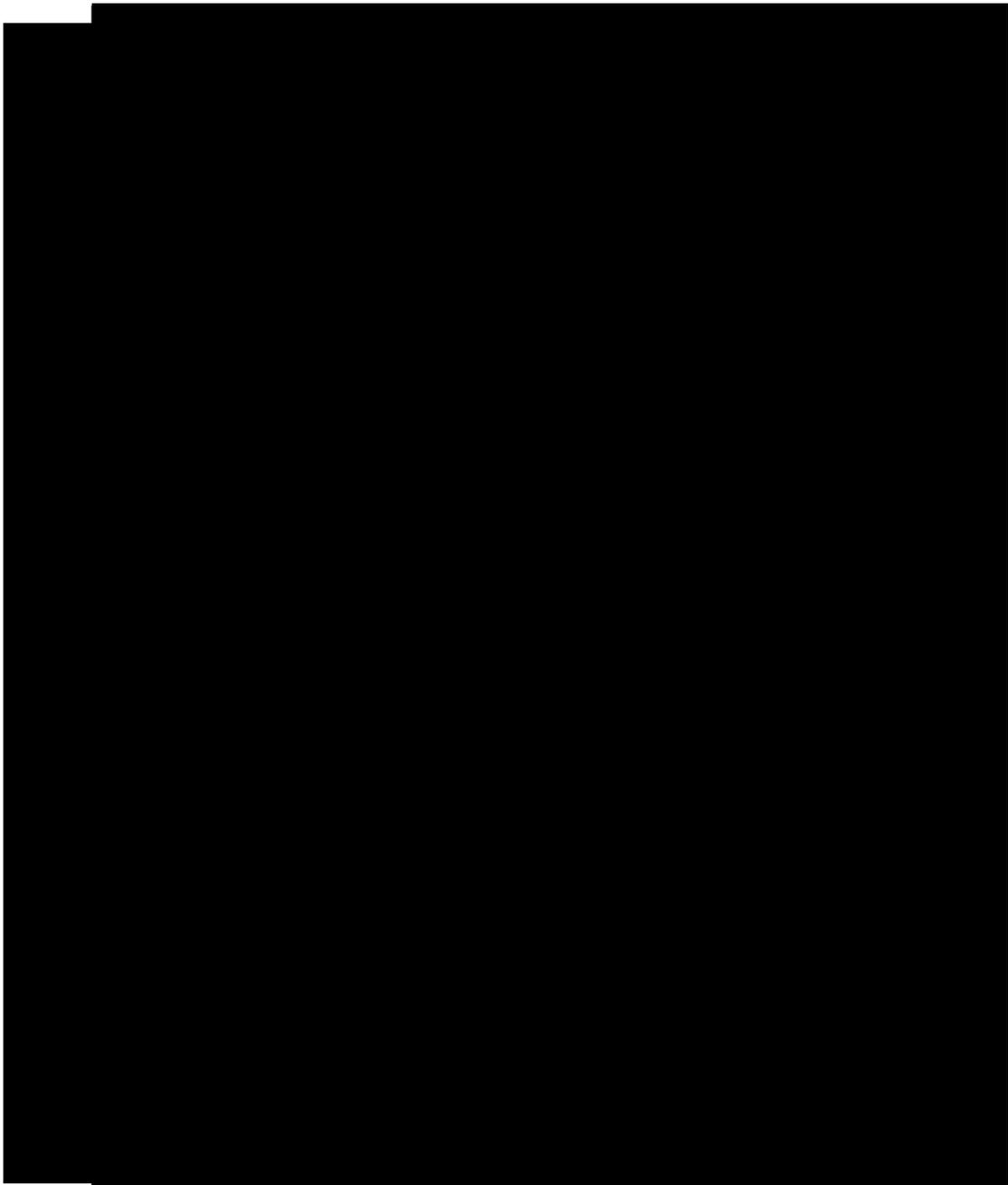
Dylan M. McFarland

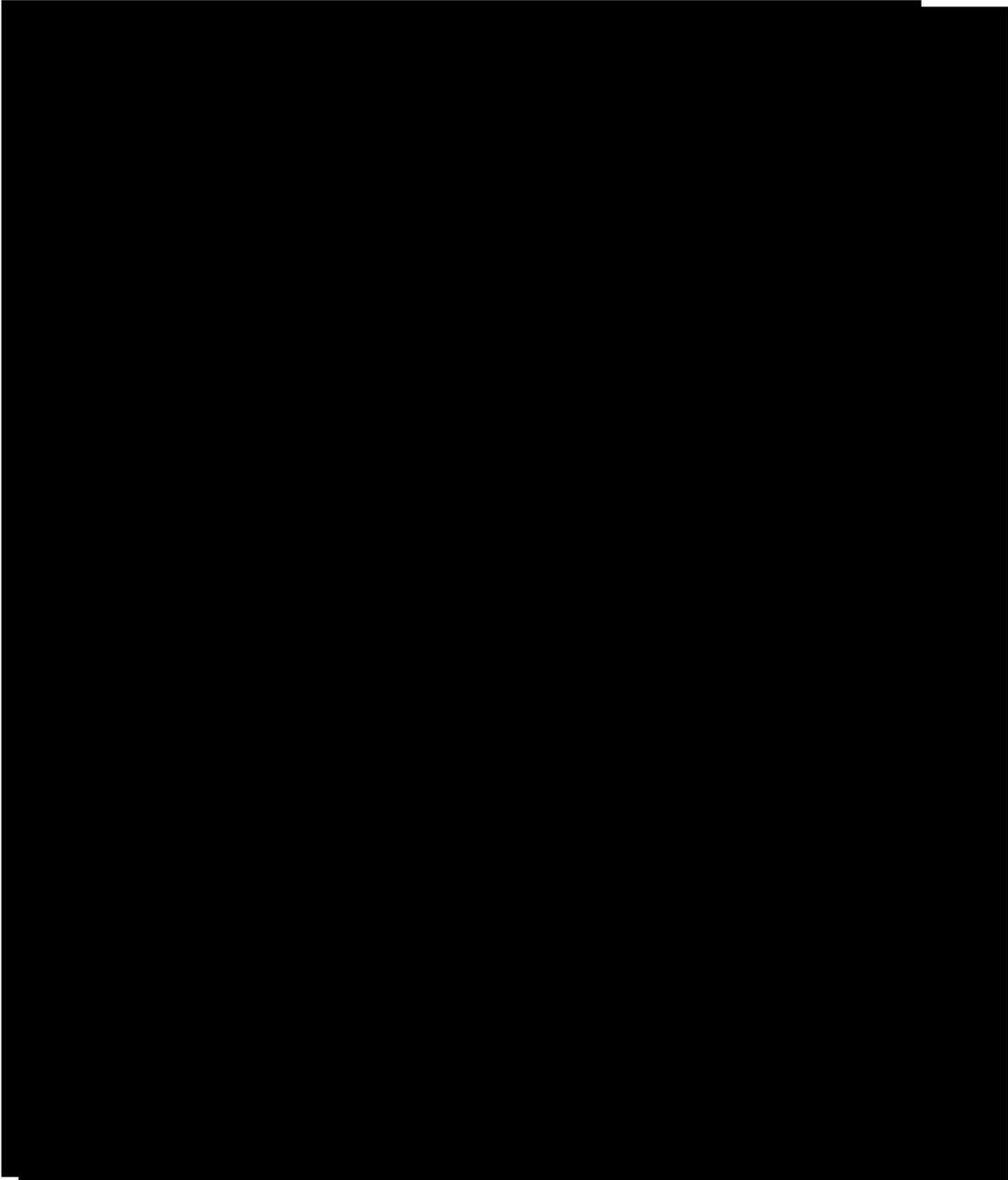


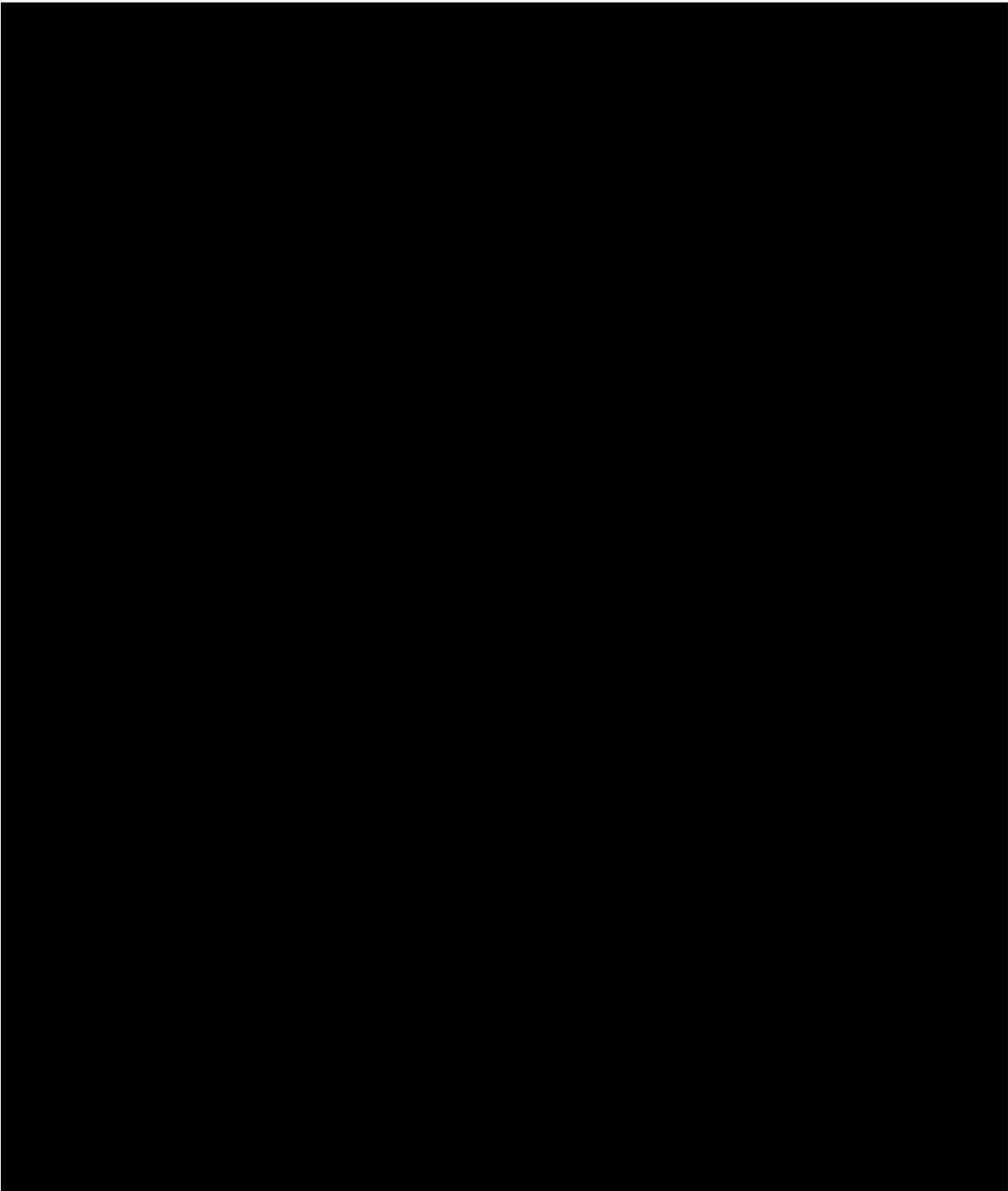
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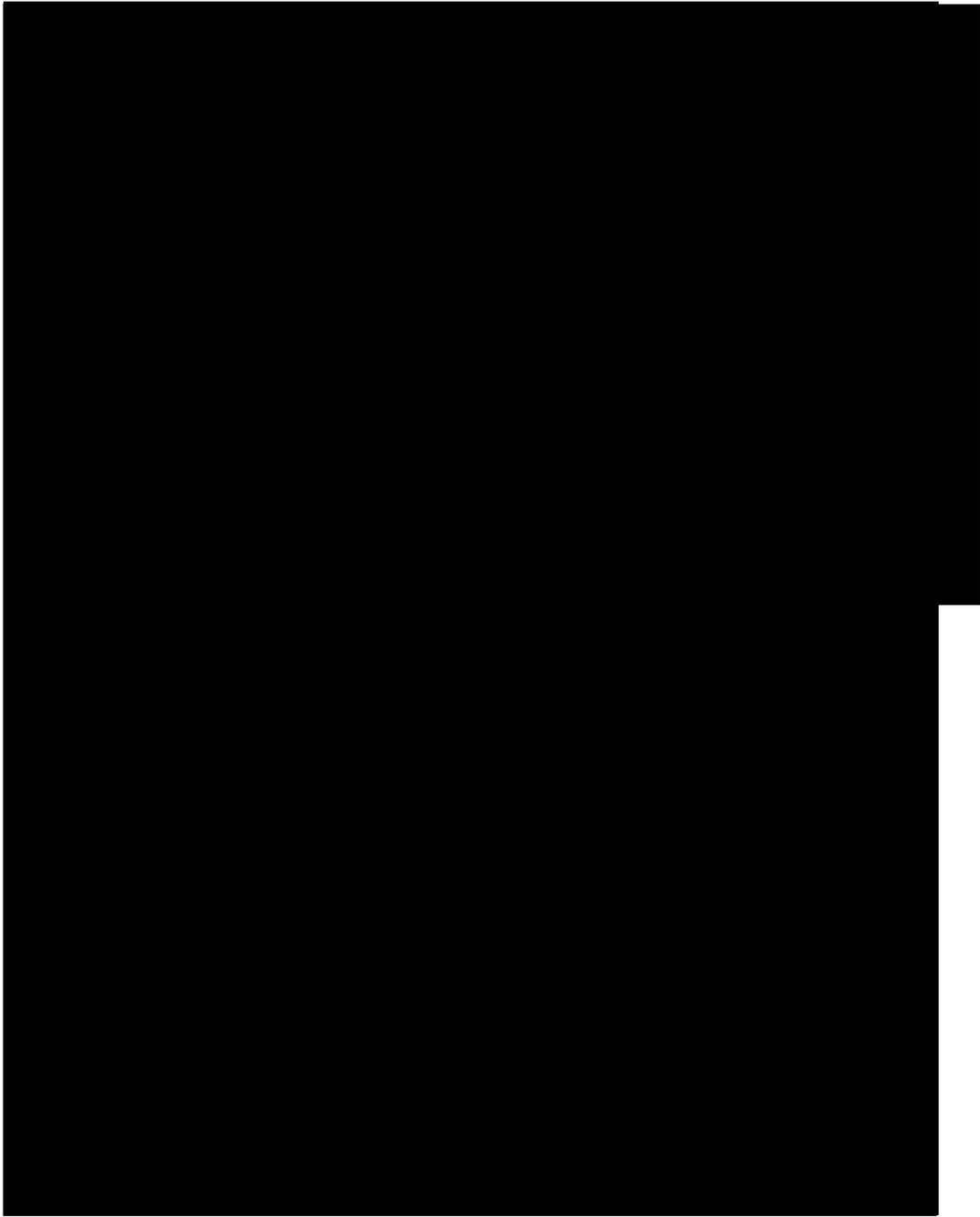
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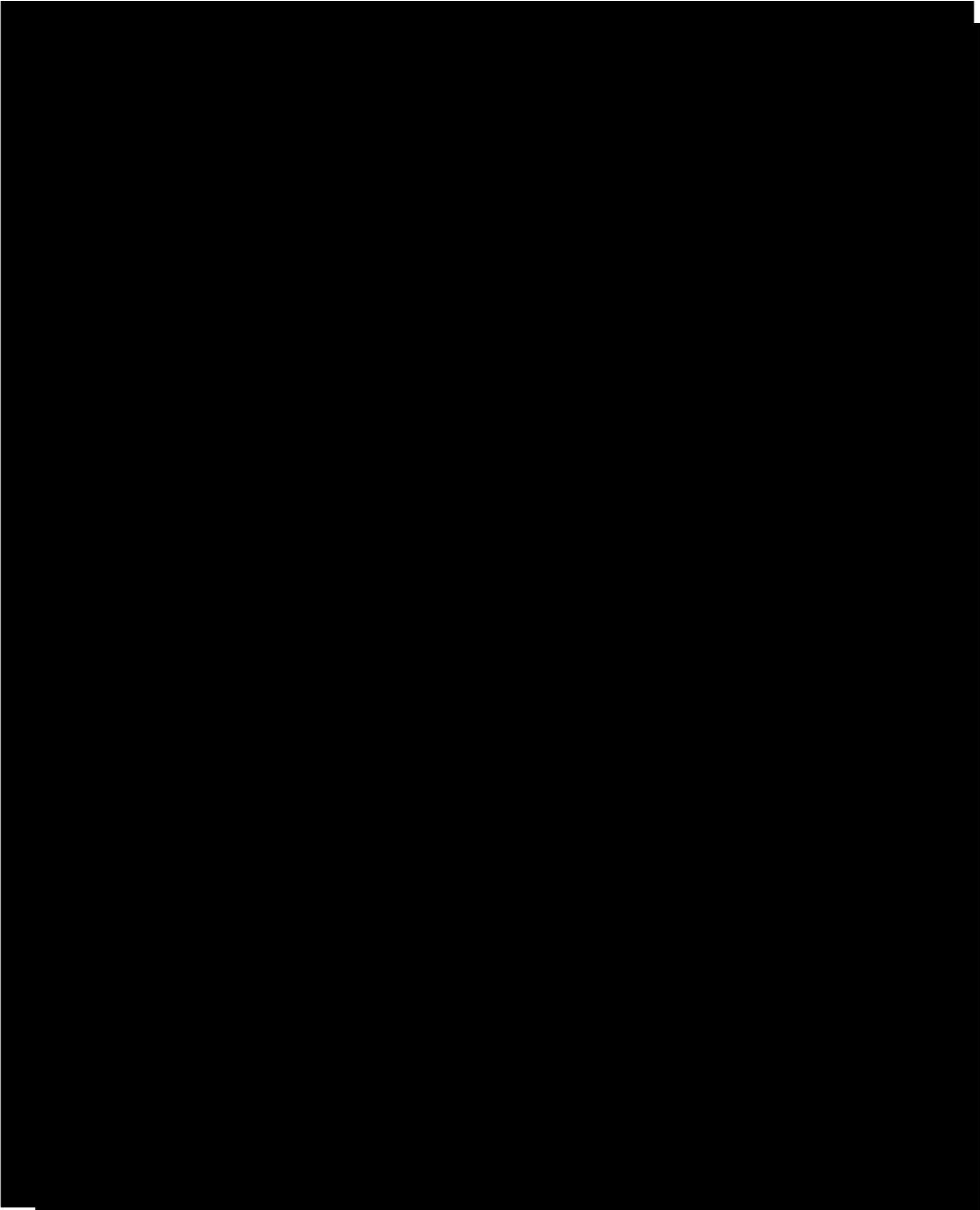
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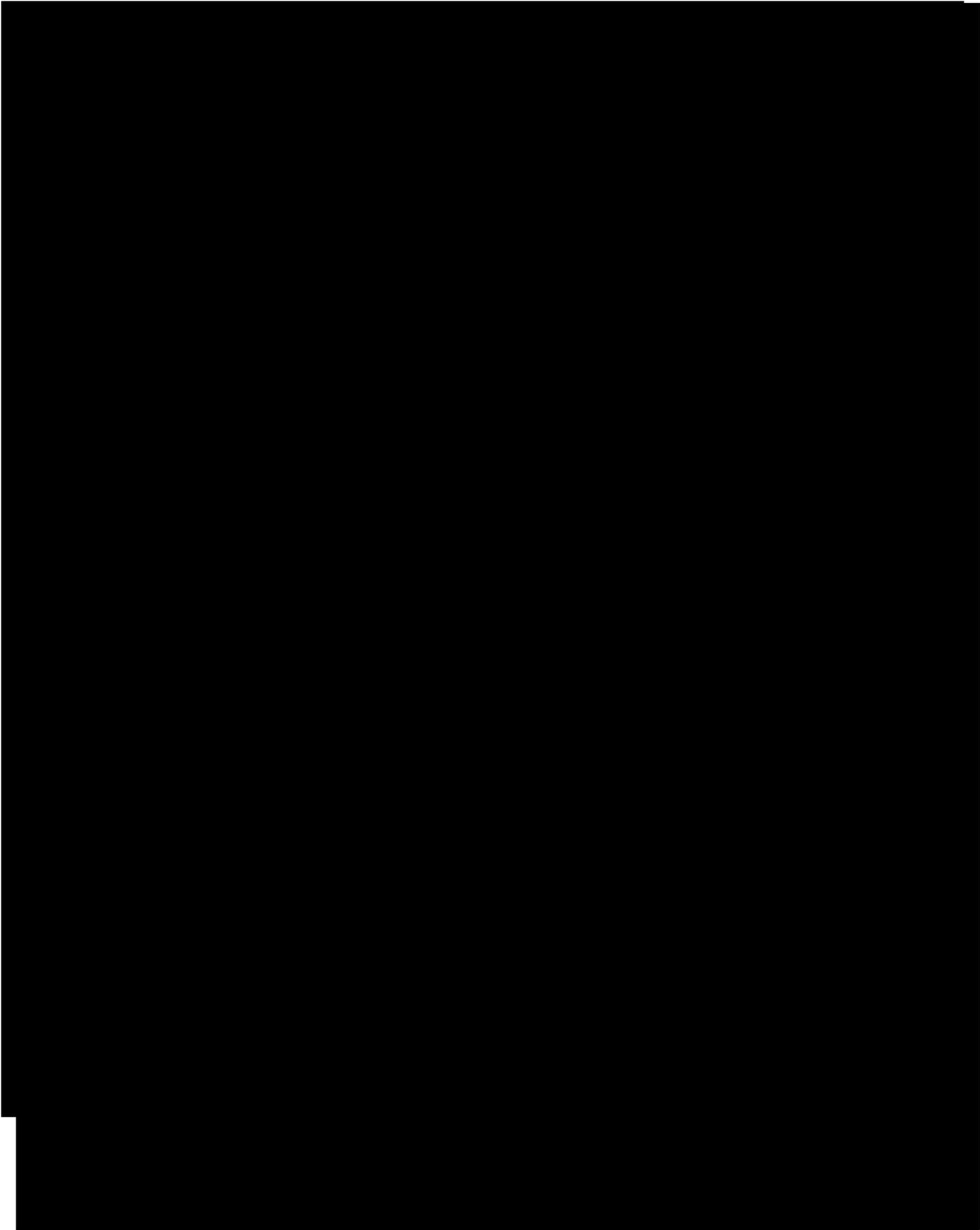


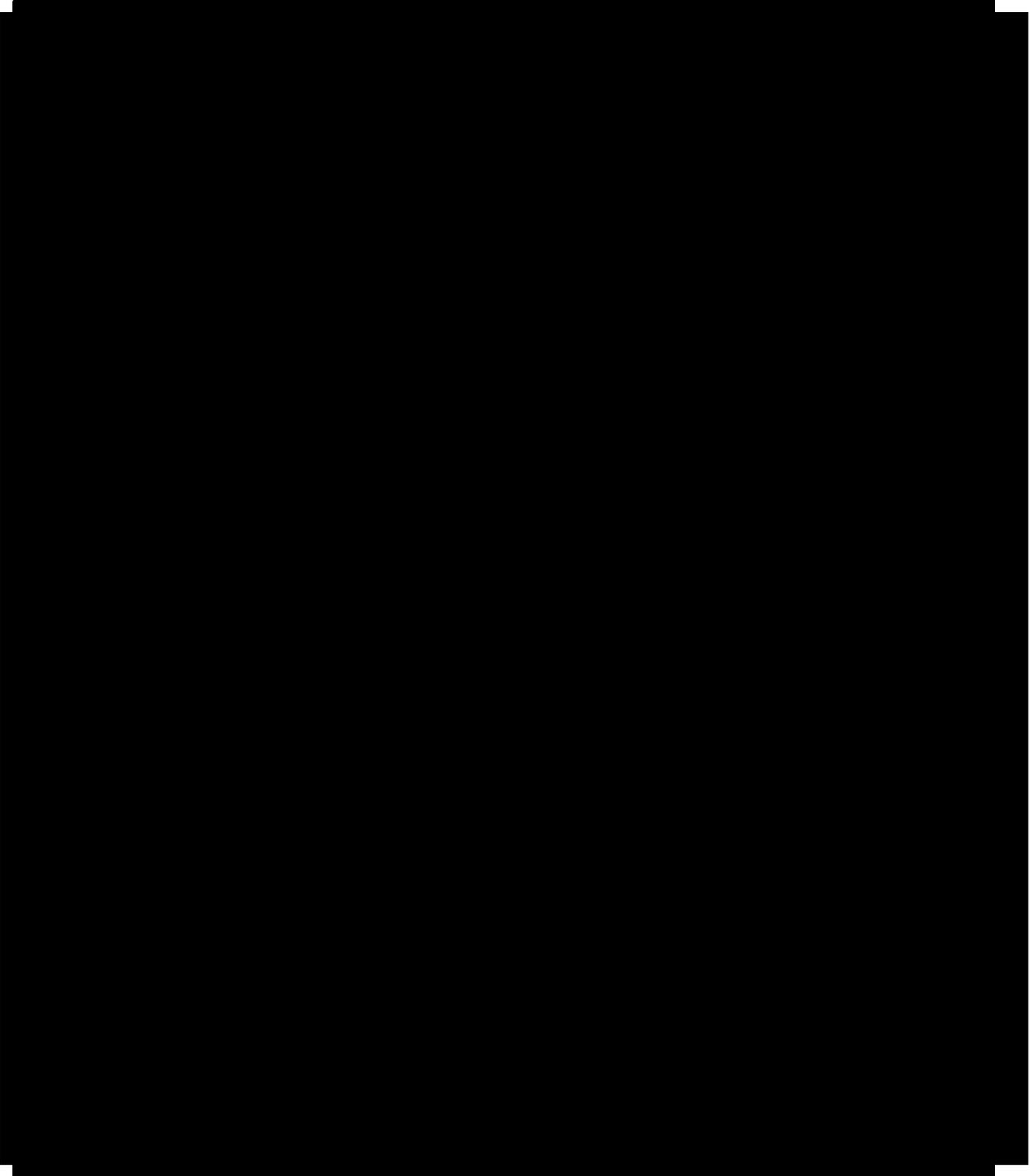














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November 9, 2023

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Kate Berning-Alfred
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EC Senior Claims Representative
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Re: My Client: [REDACTED]
Your Insured: [REDACTED]
Claim Number: [REDACTED]
Policy Number: [REDACTED]
Date of Loss: December 6, 2022

Ms. Berning-Alfred:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We look forward to a response within 30 days regarding Austin Mutual's position on the foregoing.

Sincerely,

KNIGHT NICASTRO MACKAY, LLC



Dylan M. McFarland

July 23, 2025

Via Email Only gpatrick@hagestadlaw.com

G. Patrick HagEstad, Esq.
Hagestad Law Group, PLLC
2425 W. Central Ave., Ste. 200
Missoula, MT 59801

Re: [REDACTED]

Patrick:

I have appreciated our discussions and open communications regarding discovery. However, we are at a point where the failure by Austin Mutual to provide basic discovery has become prejudicial to my client and that is a problem.

We have no desire to get the Court involved in what we believe are relatively straightforward discovery requests. That said, if we do not have a production in full by Friday, July 31, 2025, we will file a motion with the Court for a status conference and go from there.

Here are the issues we have and that we believe need immediate resolution:

1. Claims File (February 6, 2025)

a. Initial Disclosure

This is a First Party claim which alleges bad faith by an insurer. Ostensibly, the defense would be that Austin Mutual did things correct in the claims handling. To do that, they would necessarily need to rely on the Clams File as a defense. Austin Mutual has not produced the Claims File to date, despite repeated requests for the same. For instance, Rule 26 requires:

- (A) In General. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, a party must, without awaiting a discovery request, provide to the other parties:
 - (ii) a copy—or a description by category and location—of all documents, electronically stored information, and tangible things *that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses*, unless the use would be solely for impeachment.

Fed. R. Civ. P. 26(a)(1)(A)(ii) (Emphasis added).

G. Patrick HagEstad, Esq.

Re: [REDACTED]

July 23, 2025

Page 2

This alone should have compelled the production of the Claims File in a first-party bad faith claim. It did not. The deadline to make this disclosure was February 6, 2025, Austin Mutual failed to make that disclosure. In fact, it did not disclose that a Claims File even existed. (Doc. 5.)

b. Discovery

We propounded our first set of discovery on March 7, 2025. The response on April 24, 2025, indicated that, “to the extent ‘claim file’ is interpreted to mean “materials held by Austin Mutual regarding Claim No. 01-006-294431”, please refer to materials produced herein Bates Numbered 12066 – 1-2775.” The Bates Numbered documents 12066 – 1-2275 are not a claims file. They are documents which might be included in a claims file as communications with the insured, but do not indicate any actions that Austin Mutual took internally to investigate or adjust this claim. The first discovery request Plaintiff had was as follows:

DISCOVERY REQUESTS

REQUEST FOR PRODUCTION NO. 1: Please produce the complete claim file related to this matter, including but not limited to all correspondence, notes, reports, emails, recordings, and any other documents maintained in the ordinary course of handling the claim. If any documents are redacted or withheld, please provide a privilege log in compliance with Federal Rule of Civil Procedure 26(b)(5)(A)(ii), identifying the specific basis for withholding each document.

In response, Austin Mutual indicates that responsive documents can be found between 12066 – 1-2775. That is simply an untrue representation. There is not one claims file note in that discovery production that is responsive in any way.

Please produce the Claims File that should have been produced 5+ months ago.

2. Policies and Procedures (May 30, 2025)

We agreed to your proposed Protective Order regarding Policies and Procedures. We were told that if we agreed to the terms proposed by your client that we would avoid unnecessary measures regarding a fight over potentially confidential information. We have no information. The Order was issued on May 30, 2025. We are now two months out from the production of those policies and procedures. This is prejudicial.

G. Patrick HagEstad, Esq.

Re: [REDACTED]

July 23, 2025

Page 3

3. Progressive Subpoena

Your client has clearly received information from Progressive as the underlying insurer. Your client has not provided that to us. Please do so.

4. Austin Mutual's privilege log continues to have deficiencies.

This is a really straightforward issue. Judge Morris has been very clear that the parties and the scope of the communications are required to be included in a privilege log so that we can understand, particularly in a bad faith case, what is demarcated as privileged and what is not. The privilege log, as it stands, does not accomplish that. Please update that to reflect the Judge's requirements.

Patrick, I have great respect for you on a number of levels. I attribute the issues to your client and not you. That said, this is a problem, and I will file a motion with the Court to deal with the above by next week if it is not remedied in full.

Best,



Dylan M. McFarland

McFarland@MissoulaLawyers.com

DMM/ch



6000 AMERICAN PARKWAY
MADISON, WI 53783-0001

Main Street America Insurance

Underwritten By:
Austin Mutual Insurance Company
Tel: 1-800-258-5310
Fax: 1-866-935-2858

Claim Number: [REDACTED]
Date Of Loss: 12/06/2022
Date Reported: 06/19/2023
Policy Number: [REDACTED]
Policyholder: [REDACTED]

[REDACTED]

January 29, 2024

RE: Patient Name: [REDACTED]
Patient's Date of Birth: [REDACTED]
Date(s) of Service: 09/01/2023
Your Account Number: [REDACTED]

To Whom It May Concern:

[REDACTED]

RE: Patient/Injured Party: [REDACTED] f
Date of Birth: [REDACTED]
Your Account No.: [REDACTED]

[REDACTED]

We are required by state law to tell you that pursuant to the terms of your policy and/or applicable state law, legal action must be taken within one year from the date of loss.

We are committed to providing excellent customer service and are here to assist you. Please contact us with any questions you may have.

Sincerely,

Rhonda Stowell

Rhonda Stowell
Desk Adjuster
AFICS on behalf of Austin Mutual Insurance Company
Rhonda.Stowell@afics.com
Phone: 1-608-722-2638 | Fax: 1-866-935-2858
Mail: 6000 American Parkway, Madison, WI 53783-0001



Notice of Service of Process

Transmittal Number: 30167553
Date Processed: 10/30/2024

Primary Contact: Legal Department
American Family Mutual Insurance
6000 American Pkwy
Madison, WI 53783-0001

Electronic copy provided to: Katie Rowan
Mary Jo Moesch
Alisa Little
Jason Holt
Amy Johnson

Entity: Austin Mutual Insurance Company
Entity ID Number 4074039

Entity Served: Austin Mutual Insurance Company

Title of Action: [REDACTED]

Matter Name/ID: [REDACTED] (16447124)

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: Gallatin County District Court, MT

Case/Reference No: DV-16-2024-0001169-BF

Jurisdiction Served: Montana

Date Served on CSC: 10/29/2024

Answer or Appearance Due: 21 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: McFarland Molloy & Duerk
406-519-3122

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

Judge John C. Brown

Department 3

Dylan M. McFarland
MCFARLAND MOLLOY & DUERK
283 W. Front Street, Suite 203
Missoula, Montana 59802
Telephone: (406) 519-3122
Facsimile: (406) 519-3123
McFarland@MissoulaLawyers.com

Attorney for Plaintiff

MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT GALLATIN COUNTY

| | |
|--|--|
| RAYMOND WOLF, | Cause No. <u>DV-16-2024-0001169-BF</u> |
| Plaintiff, | Hon. <u>John C. Brown</u> |
| v. | SUMMONS |
| AUSTIN MUTUAL INSURANCE COMPANY and DOE CORPORATIONS 1-5, <i>CSC</i> | |
| Defendants. | |

TO: AUSTIN MUTUAL INSURANCE COMPANY

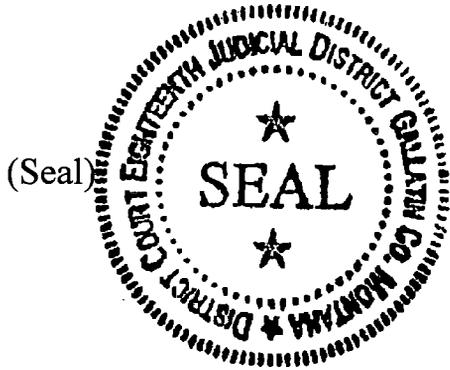
A lawsuit has been filed against you.

Within 21 days after service of this Summons on you, you must serve on the Plaintiff an answer to the attached Complaint or a motion under Rule 12 of the Montana Rules of Civil Procedure. Do not include the day you were served in your calculation of time. The answer or motion must be served on the Plaintiff's attorney, whose name and address are listed above.

If you fail to respond, judgment by default will be entered against you for the relief demanded in the Complaint.

You also must file your answer or motion with the court.

Date: October 17, 2024



SANDY ERHARDT
GALLATIN COUNTY CLERK OF COURT

By: Donald O. Caden
Deputy Clerk

Dylan M. McFarland
MCFARLAND MOLLOY & DUERK
283 W. Front Street, Suite 203
Missoula, Montana 59802
Telephone: (406) 519-3122
Facsimile: (406) 519-3123
McFarland@MissoulaLawyers.com

Attorney for Plaintiff

**MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT
GALLATIN COUNTY**

| | |
|---|---|
| <p>RAYMOND WOLF,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>AUSTIN MUTUAL INSURANCE COMPANY and DOE CORPORATIONS 1-5, <i>CSC</i></p> <p style="text-align: center;">Defendants.</p> | <p>Cause No. <u>DV-16-2024-0001169-BF</u> Hon. <u>John C. Brown</u></p> <p>COMPLAINT AND DEMAND FOR JURY TRIAL</p> |
|---|---|

COMES NOW Plaintiff, Raymond Wolf (“Mr. Wolf”) and for his claim against Austin Mutual Insurance Company (“Austin Mutual”) states and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Mr. Wolf asserts his claim of Breach of Contract and First-Party Insurance Bad Faith action for Austin Mutual’s failure to comply with the terms set

forth in an underinsured automobile insurance policy issued to Wolf Constructors Inc. (“Wolf Contractors”), by Defendant Austin Mutual and Austin Mutual’s. Mr. Wolf is a named insured on the policy and Austin Mutual has summarily failed to comply with its obligations and responsibilities as an insurer both under the insurance contract and Montana law.

Parties

2. Mr. Wolf is currently and was at all times relevant to the allegations contained within their Complaint, a resident and citizen of Gallatin County, Montana.

3. Austin Mutual, an insurer authorized to do business in Montana, is organized and incorporated in Minnesota, with its principal office located in Maple Grove, Minnesota.

4. Austin Mutual is a proper party because it has contracted to insure Montana residents, specifically Mr. Wolf and his company, Wolf Contractors, Inc., and has unreasonably denied claims by Mr. Wolf under the policy.

5. Defendant Doe Corporations 1-5 are other entities that may also be liable for the injuries and damages alleged herein.

Jurisdiction and Venue

6. Plaintiff incorporates the foregoing allegations as fully restated herein.

7. This Court has jurisdiction over this case pursuant to Montana Code Annotated § 3-5-302 and Montana Rule of Civil Procedure 4(b).

8. Venue is appropriate in this judicial district pursuant to Montana Code Annotated §§ 25-2-121 and 25-2-122.

ALLEGATIONS COMMON TO ALL COUNTS

9. Plaintiff incorporates the foregoing allegations as fully restated herein.

10. Wolf Constructors purchased Commercial Auto Policy Number B1J8265B (“the Policy”) from its agent at Gallatin Insurance Agency. The effective dates of the Policy were April 19, 2022, to April 19, 2023. A true and correct copy of the Policy is attached hereto as **Exhibit A**. Wolf Constructors maintained commercial auto insurance with Austin Mutual for years prior to the vehicle accident which precipitated the filing of this Complaint.

11. The vehicle involved in the underlying collision was a vehicle covered by the Policy.

12. Mr. Wolf was occupying the vehicle involved in the underlying collision at the time of the underlying accident.

13. Mr. Wolf was an insured under the terms of the Policy.

14. On December 6, 2022, Mr. Wolf was rear-ended by Courtnie Lemirande (“Ms. Lemirande”), an unlicensed driver, while on the road outside of his residence.

15. The impact of the collision caused debilitating damage to Mr. Wolf's work truck and the truck was undrivable.

16. The collision caused serious injury to Mr. Wolf's neck, back, spine, knee, and lower extremities.

17. Liability concerning the collision between Mr. Wolf and Ms. Lemirande has never been contested and is not in dispute.

18. Ms. Lemirande's insurer, Progressive Casualty Insurance Company, voluntarily advanced paid medicals and lost income.

19. Progressive Casualty Insurance Company paid the full \$25,000.00 limits of Ms. Lemirande's bodily injury policy shortly after the collision.

20. Austin Mutual made payments under both *Ridley* and *DuBray* following Mr. Wolf's request to do the same.

21. Austin Mutual did not contest the request for payments and did not seek an Independent Medical Evaluation prior to fully accepting payments under *Ridley* and *Dubray*.

22. Austin Mutual summarily denied any future medical or lost wage payments under either *Ridley* or *Dubray* and did so based solely on the opinion of an insurance adjuster, without any medical training, any medical records review, or any evaluation by an Independent Medical Examiner.

Pertinent Policy Provisions

23. The Policy provides the following coverage for Montana underinsured motorists coverage:

**MONTANA UNDERINSURED MOTORISTS
COVERAGE – NONSTACKED**

A. Coverage

1. We will pay all sums the “insured” is legally entitled to recover as compensatory damages from the owner or driver of an “underinsured motor vehicle”. The damages must result from “bodily injury” sustained by the “insured” caused by an “accident”. The owner’s or driver’s liability for these damages must result from the ownership, maintenance or use of the “underinsured motor vehicle”.
2. We will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements;

B. Who Is An Insured

2. A partnership, limited liability company, corporation or any other form of organization, then the following are “insureds”:
 - a. Anyone “occupying” a covered “auto” or a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.

Ex. A at 42: MT UIM Coverage – Nonstacked.

24. The Schedule page shows the Policy provides \$1,000,000 in the limits of coverage for the Montana underinsured motorists coverage. Ex. A at 17.

Coverage Representations and Denial

25. On November 9, 2023, Mr. Wolf put Austin Mutual on notice of the damage and made a claim for coverage under the Policy to pay for his medical treatment and lost wages.

26. Mr. Wolf timely provided notice of his first-party claim under the Policy to Austin Mutual.

27. On December 29, 2023, Austin Mutual made an advance payment of \$80,281.78 under the Policy for Mr. Wolf's medical bills and lost wages. Austin Mutual did not contest any claims for the advanced payment of either Mr. Wolf's claimed medicals or lost income.

28. The advanced payments from Austin Mutual did not cover the total cost of treatment for Mr. Wolf's bodily injury and lost wages which resulted from the collision with Ms. Lemirande.

29. On July 3, 2024, Mr. Wolf sent an additional demand letter to Austin Mutual, demanding that Austin Mutual honor the coverage granted under the Policy, and submit additional payments to Mr. Wolf to cover the cost of medical care and lost wages resulting from his injuries.

30. Mr. Wolf's July 3, 2024 demand contained detailed documentation of the treatment he received as result of the collision with Courtnie Lemirande.

31. Mr. Wolf's July 3, 2024 demand contained detailed documentation of his lost wages that resulted from the collision with Courtnie Lemirande.

32. On July 24, 2024, Austin Mutual responded to Mr. Wolf's demand for coverage.

33. In its July 24, 2024 response, without any medical support and on its third insurance adjuster, Austin Mutual stated for the first time that it:

. . . questioned the mechanism of injury given that there was minor rear bumper scuffing and a broken taillight to your client's vehicle. Additionally, your client has extensive prior degenerative conditions that were not caused by the accident.

34. Also, in its July 24, 2024 response, Austin Mutual offered an additional \$20,000.00 for a full and final settlement of Mr. Wolf's Underinsured Motorist claim.

35. The amount offered by Austin Mutual was insufficient to cover even the remainder of the costs and lost wages claimed by Mr. Wolf arising from the collision with Courtnie Lemirande.

36. Austin Mutual stopped making payments to Mr. Wolf, based on its company's independent review, and not based on any professional opinion.

37. Austin Mutual has unreasonably denied Mr. Wolf's injuries and lost wages covered under the Policy. Austin Mutual has likewise failed to appropriately adjust Mr. Wolf's claims in a reasonable, fair, or prompt manner.

38. Mr. Wolf continues to incur lost wages and medical bills reasonably and related to the collision.

COUNT I – BREACH OF CONTRACT

39. Plaintiff incorporates the foregoing allegations as if fully restated herein.

40. Because Mr. Wolf's injury and lost wages claims fall within the grant of coverage under the Policy, and no exclusions apply, Austin Mutual has an obligation to pay Mr. Wolf's injury and lost wage claims.

41. Austin Mutual breached its contract when it failed to indemnify Mr. Wolf for his covered damages under the Policy.

42. Austin Mutual's breach of contract caused damages to the Mr. Wolf. As a result of Austin Mutual's unreasonable actions, Mr. Wolf has suffered damages, including loss of income, medical expenses, attorney fees, interest, and litigation costs.

COUNT II – BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

43. Plaintiff incorporates the foregoing allegations as if fully restated herein.

44. Austin Mutual had a duty of good faith and fair dealing towards Mr. Wolf.

45. Austin Mutual breached its duty of good faith and fair dealing by wrongfully refusing to pay Mr. Wolf benefits for which he had purchased and obtained under the Policy.

46. Austin Mutual's breach of its duty of good faith and fair dealing toward Mr. Wolf caused him significant damage including, but not limited to medical expenses, lost wages, attorney fees, interests, and litigation costs.

COUNT III – DECLARATORY RELIEF

47. Plaintiff incorporates the foregoing allegations as if fully restated herein.

48. On November 9, 2023, Mr. Wolf, through counsel, formally requested advanced payments of medical expenses pursuant to *Ridley v. Guaranty National Insurance Company*, 286 Mont. 325, 334, 951 P.2d 987, 992 (1997), in the amount of \$49,177.78.

49. The medical treatment for which Mr. Wolf sought payment through his own insurer, Austin Mutual, included treatment from a chiropractor, physical therapist, neurologist (injections to knee, thoracic and cervical spine), orthopedic surgeon (meniscus), and neurosurgeon (cervical fusion C4-C7).

50. On November 9, 2023, Mr. Wolf, through counsel, formally requested advanced payments of lost income pursuant to *Dubray v. Farmers Insurance Exchange*, 2001 MT 251, ¶¶ 13-15, 307 Mont. 134, 137-138, 36 P.3d 897, 899-900, in an amount of \$1,273.00 per week, which had accrued to \$61,104.00, at the time of the demand.

51. As included in the demand for advanced payment of lost income, Mr. Wolf indicated he had been out of work since December 6, 2022. He has not been cleared to return to work.

52. On December 29, 2023, Austin Mutual paid Mr. Wolf's demands under both *Ridley* and *Dubray* in full (less the amount from his medical payments coverage, and the amount paid by the underlying insurer) and without exception.

53. On December 29, 2023, Austin Mutual did not contest any of the medical treatment as either being related to or necessary as a result of the December 6, 2022, collision.

54. Mr. Wolf requested that Austin Mutual pay the remainder of the medical bills related to his cervical fusion. In response, Austin Mutual asked for the supporting medical records for other aspects of the cervical fusion, which were provided to Austin Mutual on May 17, 2024. Austin Mutual did not ask for any additional records.

55. Over the next few months, the claim moved between various adjusters.

56. On July 3, 2024, Mr. Wolf again made demands under *Ridley* for \$138,545.78 which were related to the cervical fusion which Austin Mutual had already previously accepted and *Dubray*, for \$33,674.40, which represented his lost income for the time he remained off of work.

57. On July 24, 2024, Austin Mutual responded to the demand and did not accept payment of any of Mr. Wolf's demands for the advanced payment of medicals or lost income as, for the first time, it questioned the mechanism of injury and referenced prior degenerative conditions of Mr. Wolf.

58. Austin Mutual did not provide any medical report, records review, or opinion to support its change in position regarding Mr. Wolf's cervical fusion.

59. Austin Mutual did not ask that Mr. Wolf undergo any evaluation to resolve the newly formed objections to payments related to his cervical fusion or the time missed in treating that condition.

60. Rather than forward any advanced payments, Austin Mutual offered to settle Mr. Wolf's claim as a whole for \$20,000.00.

61. Mr. Wolf is entitled to declaratory judgment that Austin Mutual is not allowed to summarily discontinue the advanced payments of medical treatment or lost income without any medical support.

62. Mr. Wolf is entitled to damages for Austin Mutual's failure to make advanced payments as required by law, including but not limited to lost income, medical expenses, interest, and attorney fees.

COUNT IV – BAD FAITH

63. Plaintiff incorporates the foregoing allegations as if fully restated herein.

64. Austin Mutual unreasonably violated Montana Code Annotated §§ 33-18-201 and 242 when it denied coverage under the Policy and failed to indemnify Plaintiff.

65. Austin Mutual's failure constitutes an unreasonable violation of Montana Code Annotated § 33-18-201(1), (4), (6) and (13).

66. During the course of the handling of Mr. Wolf's claim, Austin Mutual has:

- a. Misrepresented pertinent facts or insurance policy provisions relating to coverage at issue;
- b. Refused to pay Mr. Wolf's claim without conducting a reasonable investigation based upon all available information;
- c. Neglected to attempt in good faith to effectuate a prompt, fair and equitable settlement of Mr. Wolf's claims when liability was reasonably clear;
- d. Compelled Mr. Wolf to engage in litigation to obtain answers to reasonable questions/clarifications regarding Austin Mutual's position on the scope of coverage and applicable limits under the Policy, if coverage is available; and

- e. Failed to promptly settle claims, where liability is reasonably clear, under one portion of the insurance policy coverage in order to influence settlement under other portions of the policy.

67. Austin Mutual's bad faith has caused damages to Mr. Wolf, including but not limited to emotional distress damages, attorney fees, costs of litigation, and interest for refusing to make advanced payments of medical expenses and lost wages.

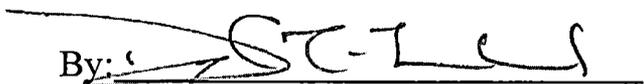
PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

1. For all general damages, including emotional distress damages;
2. All special damages, including but not limited to past and future medical expenses and past and future lost income;
3. Court costs and attorney fees as afforded by Montana's Declaratory Judgment Act, Montana Code Annotated 27-1-101 et seq.;
4. Pre-judgment and post-judgment interest; and
5. Any other relief allowable by law that this Court deems just and proper.

DATED this 17th day of October, 2024.

MCFARLAND MOLLOY & DUERK

By: 

Dylan M. McFarland
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

DATED this 17th day of October, 2024.

MCFARLAND MOLLOY & DUERK

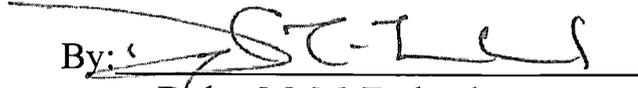
By: 
Dylan M. McFarland
Attorney for Plaintiff

Exhibit A

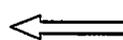
Main Street America Insurance
55 West Street
Keene, NH 03431

 Return Mail Address

GALLATIN INSURANCE AGENCY
200 W MADISON AVE
BELGRADE MT 59714

AGENT NUMBER: 251016

Main Street America Insurance
55 West Street
Keene, NH 03431

 Return Mail Address

WOLF CONSTRUCTORS INC
PO BOX 11118
BOZEMAN MT 59719-1118

POLICYWRITING INDEX

| INSURED ID | POLICY NUMBER | PREVIOUS POLICY NUMBER | EFFECTIVE DATE - EXPIRATION DATE |
|------------|---------------|------------------------|----------------------------------|
| 1928510 | B1J8265B | B1J8265B | 04-19-2022 04-19-2023 |

COMPUTER PRODUCED FORMS

| | |
|----------------------|--|
| CO-DEC | 01-97 COMMON POLICY DECLARATIONS |
| 64-5960 | 10-06 PRIVACY NOTICE |
| IL 00 17 | 11-98 COMMON POLICY CONDITIONS |
| IL 00 21 | 09-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDT |
| IL 01 67 | 10-13 MONTANA CHANGES-CONFORMITY WITH STATUTES |
| FORM-SCHED | 01-97 SCHEDULE OF FORMS AND ENDORSEMENTS |
| 60-K307 | 09-21 AMIC PARTICIPATION SIGNATURE CLAUSE |
| 64-K484 | 01-15 VEHICLE SHARING EXCLUSION ENDORSEMENT |
| AU-DEC C/W | 03-06 BUSINESS AUTO COVERAGE FORM DECLARATIONS |
| AU-DEC C/W CONTINUED | 03-06 BUSINESS AUTO COVERAGE FORM DECLARATIONS |
| AU-DEC C/W CONTINUED | 03-06 SCHEDULE OF COVERED AUTOS YOU OWN |
| CA 02 20 | 10-13 MT CHANGES-CANCELLATION & NONRENEWAL |
| CA 00 01 | 10-13 BUSINESS AUTO COVERAGE FORM |
| CA 23 84 | 10-13 EXCLUSION OF TERRORISM |
| CA 23 85 | 10-13 EXCL OF TERRORISM INVOLVING NUC/BIO/CHEM |
| CA 99 23 | 10-13 RENTAL REIMBURSEMENT COVERAGE |
| CA 31 33 | 06-17 MT UIM COVERAGE - NONSTACKED |
| CA 31 35 | 06-17 MT UNINSURED COVERAGE - NONSTACKED |
| CA 01 72 | 10-13 MT CHANGES - AUTO MED PAY COVERAGE |
| CA 99 03 | 10-13 AUTO MEDICAL PAYMENTS COVERAGE |

MONTANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER COMPANY COMMERCIAL PERSONAL

009 AUSTIN MUTUAL INSURANCE COMPANY

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE

BLJ8265B 04-19-2022 04-19-2023

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

2015 TOYOTA TACOMA 4X4 [REDACTED] 6389

AGENCY/COMPANY ISSUING CARD
GALLATIN INSURANCE AGENCY
200 W MADISON AVE
BELGRADE, MT 59714

INSURED

[REDACTED]
WOLF CONSTRUCTORS INC
[REDACTED]
BOZEMAN, MT 59719-1118

SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Contact Austin Mutual Claims Reporting at 1-877-425-2467

MONTANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER COMPANY COMMERCIAL PERSONAL

009 AUSTIN MUTUAL INSURANCE COMPANY

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE

B1J8265B 04-19-2022 04-19-2023

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

2015 TOYOTA TACOMA 4X4 [REDACTED] 6389

AGENCY/COMPANY ISSUING CARD
GALLATIN INSURANCE AGENCY
200 W MADISON AVE
BELGRADE, MT 59714

INSURED

[REDACTED]
WOLF CONSTRUCTORS INC
[REDACTED]
BOZEMAN, MT 59719-1118

SEE IMPORTANT NOTICE ON REVERSE SIDE

INSURED COPY

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

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1. Name and address of each driver, passenger and witness.
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Contact Austin Mutual Claims Reporting at 1-877-425-2467

ACORD 50 (2007/02)

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INSURED COPY

CSI 0280 **Wolf 0007**

**NGM Insurance Company
Old Dominion Insurance Company
Main Street America Assurance Company
MSA Insurance Company
Grain Dealers Mutual Insurance Company
Great Lakes Casualty Insurance Company
Spring Valley Mutual Insurance Company
Austin Mutual Insurance Company
Main Street America Protection Insurance Company**

PRIVACY NOTICE

As your insurer, our objective is to professionally serve your insurance needs. We recognize that in providing these services, we have an obligation to safeguard the personal information you entrust to us as well as other information we may collect as part of the insurance transaction.

This notice describes the privacy practices and standards we adopted to protect and ensure the confidentiality of your non-public personal information. All of our insurance companies listed above adhere to these practices and standards.

OUR POLICY

We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your insurance coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.

THE INFORMATION WE COLLECT

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing list companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

THE INFORMATION WE DISCLOSE

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing list companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

HOW WE PROTECT YOUR PERSONAL INFORMATION

We restrict access to non-public personal information about you or about participants and claimants under your insurance policy to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information. Our computer systems are also protected by additional measures intended to prevent unauthorized access.

ADDITIONAL INFORMATION

If you would like to receive a copy of our privacy policy please contact us as follows:

Main Street America Group
ATT: Privacy Compliance Coordinator
55 West Street
Keene, NH 03431

These privacy practices and standards have been put into place to protect your personal information. You will receive a reaffirmation of our privacy practices annually.

64-5960 (10/06)

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

- B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.**



Policy Number
B1J8265B

SCHEDULE OF FORMS AND ENDORSEMENTS

AUSTIN MUTUAL INSURANCE COMPANY

Named Insured WOLF CONSTRUCTORS INC

Effective Date: 04-19-22
12:01 A.M., Standard Time

Agent Name GALLATIN INSURANCE AGENCY

Agent No. 251016

COMMON POLICY FORMS AND ENDORSEMENTS

| | | |
|------------|-------|--|
| CO-DEC | 01-97 | COMMON POLICY DECLARATIONS |
| 64-5960 | 10-06 | PRIVACY NOTICE |
| *IL 00 17 | 11-98 | COMMON POLICY CONDITIONS |
| *IL 00 21 | 09-08 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDT |
| *IL 01 67 | 10-13 | MONTANA CHANGES-CONFORMITY WITH STATUTES |
| FORM-SCHED | 01-97 | SCHEDULE OF FORMS AND ENDORSEMENTS |
| 60-K307 | 09-21 | AMIC PARTICIPATION SIGNATURE CLAUSE |

AUTOMOBILE FORMS AND ENDORSEMENTS

| | | |
|----------------------|-------|--|
| *64-K484 | 01-15 | VEHICLE SHARING EXCLUSION ENDORSEMENT |
| AU-DEC C/W | 03-06 | BUSINESS AUTO COVERAGE FORM DECLARATIONS |
| AU-DEC C/W CONTINUED | 03-06 | BUSINESS AUTO COVERAGE FORM DECLARATIONS |
| AU-DEC C/W CONTINUED | 03-06 | SCHEDULE OF COVERED AUTOS YOU OWN |
| *CA 02 20 | 10-13 | MT CHANGES-CANCELLATION & NONRENEWAL |
| *CA 00 01 | 10-13 | BUSINESS AUTO COVERAGE FORM |
| *CA 23 84 | 10-13 | EXCLUSION OF TERRORISM |
| *CA 23 85 | 10-13 | EXCL OF TERRORISM INVOLVING NUC/BIO/CHEM |
| CA 99 23 | 10-13 | RENTAL REIMBURSEMENT COVERAGE |
| *CA 31 33 | 06-17 | MT UIM COVERAGE - NONSTACKED |
| *CA 31 35 | 06-17 | MT UNINSURED COVERAGE - NONSTACKED |
| *CA 01 72 | 10-13 | MT CHANGES - AUTO MED PAY COVERAGE |
| *CA 99 03 | 10-13 | AUTO MEDICAL PAYMENTS COVERAGE |

* THESE FORMS ARE PART OF THIS POLICY BUT ARE NOT PRINTED

MUTUAL COMPANY PARTICIPATING NON-ASSESSABLE POLICY

MUTUALS – MEMBERSHIP AND VOTING NOTICE:

The insured is notified that by virtue of this policy, he is a member of the Austin Mutual Insurance Company of Maple Grove, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual meetings are held in Jacksonville, Florida during the second week of March each year at 10:30 am.

PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.



Kimberly K. Law
Secretary



Jeff Kusch
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEHICLE SHARING EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following exclusion is added to Covered Autos Liability Coverage:

Vehicle Sharing Programs

This insurance does not apply to:

1. "Bodily injury" arising out of the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".
2. "Property damage" arising out of the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".

B. The following exclusion is added to Physical Damage Coverage:

Vehicle Sharing Programs

This insurance does not apply to:

1. "Loss" caused by or resulting from the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".

C. Medical Payments

If the Medical Payments Endorsement is attached to the policy, the following exclusion is added:

We do not provide Medical Payments Coverage for "Bodily Injury" arising out of the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".

D. Uninsured Motorists and Underinsured Motorist Coverage Endorsements

If the Uninsured Motorists and/or Underinsured Motorists Coverage Endorsements are attached to the policy, the following exclusion is added:

We do not provide Uninsured and/or Underinsured Motorists Coverage for "Bodily Injury" arising out of the ownership, maintenance or use of your "auto" while enrolled in a "vehicle sharing program" under the terms of a written agreement and while being used in connection with such "vehicle sharing program".

E. Additional Definitions

As used in this endorsement:

1. "Vehicle Sharing Program" means the arrangement of the lease, rental or sharing of your "auto" for any type of compensation.



Policy Number: B1J8265B
Renewal of: B1J8265B

BUSINESS AUTO COVERAGE FORM DECLARATIONS AUSTIN MUTUAL INSURANCE COMPANY

PO BOX 2300 KEENE, NH 03431

ITEM ONE

| | |
|--|---|
| Named Insured and Mailing Address WOLF CONSTRUCTORS INC [REDACTED] BOZEMAN MT 59719-1118 | Agent Name and Address GALLATIN INSURANCE AGENCY 200 W MADISON AVE BELGRADE, MT 59714 Agent Phone No. (406) 388-7211 Agent No. 251016 |
| Policy Period From: 04-19-2022 To: 04-19-2023 12:01 A.M., Standard Time | |

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

| Coverages | Covered Autos** | Limit The most we will pay for any one accident or loss | Premium | | |
|--|-----------------------------------|---|--|--|---------------|
| Liability | 2, 8, 9 | \$1,000,000 | \$ [REDACTED] | | |
| Personal Injury Protection*** | | Separately stated in each P.I.P. endorsement minus Ded. | | | |
| Added Personal Injury Protection**** | | Separately stated in each added P.I.P. endorsement. | | | |
| Property Protection Insurance (Michigan only) | | Separately stated in the P.P.I. endorsement minus Ded. for each accident | | | |
| Auto Medical Payments | 2 | \$ 5,000 | \$ [REDACTED] | | |
| Medical Expense and Income Loss Benefits (Virginia only) | | Separately Stated In Each Medical Expense And Income loss Benefit Endorsement | | | |
| Uninsured Motorists | 2 | \$ 1,000,000 | \$ [REDACTED] | | |
| Underinsured Motorists (When not included in UM Coverage) | 2 | \$ 1,000,000 | \$ [REDACTED] | | |
| P H D Y A S M I A C G A E L | Comprehensive Coverage | 7 | Actual cash value or cost of repair, whichever is less minus | SEE SCHEDULE ded. for each covered auto, but no deductible applies to loss caused by fire or lightning.***** | \$ [REDACTED] |
| | Specified Causes of Loss Coverage | | | ded. for each covered auto for loss caused by mischief or vandalism.***** | |
| | Collision Coverage | 7 | SEE SCHEDULE ded. for each covered auto.***** | \$ [REDACTED] | |
| | Towing and Labor | | for each disablement of a private passenger "auto". | | |
| Forms and Endorsements applying to this coverage part and made a part of this policy at time of issue: | | | Tax/Surcharge/Fee | | |
| SEE SCHEDULE OF FORMS AND ENDORSEMENTS | | | Premium for Endorsements | \$ [REDACTED] | |
| | | | *Estimated Total Premium | \$ [REDACTED] | |

* This policy may be subject to final audit.
 ** Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos.
 *** Or equivalent No-Fault Coverage
 **** Or equivalent added No-Fault coverage
 ***** See ITEM FOUR for Hired or Borrowed "Autos".
 This policy declaration and the supplemental declaration(s), together with the common policy conditions, coverage parts, coverage form(s) and forms and endorsements, if any, complete the above numbered policy.

ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN
SEE SCHEDULE OF COVERED AUTOS YOU OWN

ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

| LIABILITY COVERAGE – RATING BASIS, COST OF HIRE | | | | |
|---|---------------------------------------|----------------------------------|---|---------------|
| STATE | ESTIMATED COST OF HIRE FOR EACH STATE | RATE PER EACH \$100 COST OF HIRE | FACTOR (If Liability Coverage Is Primary) | PREMIUM |
| MT | IF ANY | \$ [REDACTED] | 6.000 | \$ [REDACTED] |
| TOTAL PREMIUM | | | | \$ [REDACTED] |

| LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – (FOR MOBILE OR FARM EQUIPMENT) – RENTAL PERIOD BASIS | | | | |
|--|---|--------------|--------|---------|
| STATE | ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED | BASE PREMIUM | FACTOR | PREMIUM |
| | | | | |
| TOTAL PREMIUM | | | | |

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

| COVERAGES | LIMIT OF INSURANCE | ESTIMATED ANNUAL COST OF HIRE | RATE PER EACH \$100 ANNUAL COST OF HIRE | PREMIUM |
|--------------------------|--|-------------------------------|---|---------|
| COMPREHENSIVE | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. | | | |
| SPECIFIED CAUSES OF LOSS | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. | | | |
| COLLISION | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO. | | | |
| TOTAL PREMIUM | | | | |

ITEM FIVE – SCHEDULE FOR NON-OWNERSHIP LIABILITY

| NAMED INSURED'S BUSINESS | RATING BASIS | NUMBER | PREMIUM |
|---|--|--------|---------|
| Other Than Garage Service Operations And Other than Social Service Agencies | Number Of Employees | 1 | 134 |
| | Number Of Partners | | |
| Garage Service Operations | Number of Employees Whose Principal Duty Involves The Operation of Autos | | |
| Social Service Agencies | Number Of Employees | | |
| | Number Of Volunteers | | |
| TOTAL | | | 134 |

Policy Number
B1J8265B

SCHEDULE OF COVERED AUTOS YOU OWN

AUSTIN MUTUAL INSURANCE COMPANY

Named Insured WOLF CONSTRUCTORS INC

Effective Date: 04-19-22
12:01 A.M., Standard Time

Agent Name GALLATIN INSURANCE AGENCY

Agent No. 251016

ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN

| Covered Auto No. | Description | Except for towing, all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss. |
|------------------|---|---|
| | Year, Model, Trade Name, Body Type, Serial Number(s), Vehicle Identification Number (VIN) | |
| MT1 | 2015, TOYOTA TACOMA 4X4, 5TFLU4EN1FX136389 | See Schedule of Loss Payees, if applicable |

| Covered Auto No. | Territory | Purchased | | Classification |
|------------------|---|-------------------|--------------------------------|---|
| | Town & State Where Covered Auto Will Be Principally Garaged | Original Cost New | Actual Cost & New (N) Used (U) | Business Use S = Service R = Retail C = Commercial F = Farm |
| MT1 | BELGRADE MT, 105, | \$ [REDACTED] ACV | | S |

| Covered Auto No. | Classification | | | | | | |
|------------------|---------------------|---|-----------|-----------------------|--------------|-------------------------|-------|
| | Radius of Operation | Size GVW, GCW or Vehicle Seating Capacity | Age Group | Primary Rating Factor | | Secondary Rating Factor | Code |
| | | | | Liab. | Phys. Damage | | |
| MT1 | 50 | 5,450 | 8 | 1.00 | 1.00/1.00 | -.05 | 01183 |

Policy Number
B1J8265B

SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

AUSTIN MUTUAL INSURANCE COMPANY

Named Insured **WOLF CONSTRUCTORS INC**

Effective Date: **04-19-22**
12:01 A.M., Standard Time

Agent Name **GALLATIN INSURANCE AGENCY**

Agent No. **251016**

| Covered Auto No. | Coverages -- Premiums, Limits and Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible in the corresponding ITEM TWO column applies instead) | | | | |
|------------------|---|---------------|--|---|---|
| | Liability | | P.I.P. | | Added P.I.P. |
| | Limit (In Thousands) | Premium | Limit Stated in each P.I.P. endt. minus ded. shown below | Premium | Limit Stated in each added P.I.P. endt. Premium |
| MT1 | \$ 1,000 | \$ [REDACTED] | | | |
| Total Prem. | | \$ [REDACTED] | | | |
| Covered Auto No. | Auto Medical Payments | | Medical Expense and Income Loss Benefits (Virginia Only) | | |
| | Limit | Premium | Limit Stated In Each Medical Expense and Income Loss Endt. For Each Person | Premium | |
| MT1 | \$ 5,000 | \$ [REDACTED] | | | |
| Total Prem. | | \$ [REDACTED] | | | |
| Covered Auto No. | Uninsured Motorists | | Underinsured Motorists | Property Protection (Michigan Only) | |
| | Limit (In Thousands) | Premium | Premium | Limit stated in P.P.I. Endt. minus deductible shown below | Premium |
| MT1 | \$ 1,000 | \$ [REDACTED] | \$ [REDACTED] | | |
| Total Prem. | | \$ [REDACTED] | \$ [REDACTED] | | |
| Covered Auto No. | Comprehensive | | | Specified Causes of Loss | |
| | Limit stated in ITEM TWO minus deductible shown below | Premium | Limit stated in ITEM TWO minus deductible shown below | Premium | |
| MT1 | \$ 1,000 ACV | \$ [REDACTED] | | | |
| Total Prem. | | \$ [REDACTED] | | | |
| Covered Auto No. | Collision | | Towing and Labor | | |
| | Limit stated in ITEM TWO minus deductible shown below | Premium | Limit per disablement | Premium | |
| MT1 | \$ 1,000 ACV | \$ [REDACTED] | | | |
| Total Prem. | | \$ [REDACTED] | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The **Cancellation** Common Policy Condition does not apply. The following condition applies instead:

Ending This Policy

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel the policy by mailing or delivering to us advance written notice of cancellation.
2. **Midterm Cancellation**
 - a. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason. If we cancel for nonpayment of premium, we will mail at least 10 days' written notice to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days' written notice to the first Named Insured.
 - b. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.
 - (2) If you are an individual and your driver's license or motor vehicle registration or that of a driver who lives with you and customarily uses the covered "auto" has been suspended or revoked during the policy period, or if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date.

If we cancel for nonpayment of premium, we will mail at least 10 days' written notice, stating the reason for cancellation, to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days' written notice to the first Named Insured.

In this case, our notice will state that upon written request of the first Named Insured, mailed or delivered to us not less than 15 days prior to the effective date of cancellation, we will specify the reason for cancellation.

3. Anniversary Cancellation

If this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at the anniversary of its original effective date for any reason. If we cancel, we will mail you at least 45 days' written notice.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

B. Nonrenewal

1. If we decide not to renew or continue this policy, we will mail to the first Named Insured and agent, if any, notice at least 45 days before the end of the policy period. Our notice will state that upon written request of the first Named Insured, mailed or delivered to us not later than one month following the termination date of the policy, we will notify the first Named Insured in writing, within 15 days of the request of the reason or reasons for nonrenewal.

If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to apply the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation or nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

| Symbol | Description Of Covered Auto Designation Symbols | |
|--------|---|---|
| 1 | Any "Auto" | |
| 2 | Owned "Autos" Only | Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins. |
| 3 | Owned Private Passenger "Autos" Only | Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins. |
| 4 | Owned "Autos" Other Than Private Passenger "Autos" Only | Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins. |
| 5 | Owned "Autos" Subject To No-fault | Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "Autos" Subject To A Compulsory Uninsured Motorists Law | Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | Specifically Described "Autos" | Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three). |
| 8 | Hired "Autos" Only | Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| 9 | Non-owned "Autos" Only | Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs. |

| | | |
|-----------|--|---|
| 19 | Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |
|-----------|--|---|

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - b. When one or both of the following apply:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- C. In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|------------------------------------|
| Named Insured: |
| Endorsement Effective Date: |

SCHEDULE

| Coverage | Designation Or Description Of Covered "Autos" To Which This Insurance Applies | Maximum Payment Each Covered "Auto" | | | Premium |
|-----------------------------|---|--|-------------------|-------------------|---------------|
| | | Any One Day | No. Of Days | Any One Period | |
| Comprehensive | MT 1 2015 TOYOTA 5TFLU4EN1FX136389 | \$ 75 | 30 | \$ 2,250 | \$ [REDACTED] |
| Collision | MT 1 2015 TOYOTA 5TFLU4EN1FX136389 | \$ 75 | 30 | \$ 2,250 | \$ [REDACTED] |
| Specified Causes Of Loss | | | | | |
| Total Premium | | | | | \$ [REDACTED] |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.

B. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA UNDERINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Montana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

| |
|---|
| Named Insured: Wolf Constructors Inc |
|---|

| |
|---|
| Endorsement Effective Date: 04/19/2022 |
|---|

SCHEDULE

| | |
|--|------------------------|
| Limit Of Insurance: \$1,000,000 | Each "Accident" |
|--|------------------------|

| |
|--|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |
|--|

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**
2. Punitive or exemplary damages.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", "bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

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

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:

- a. Reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
- b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking coverage from an insurer, owner or operator of an "underinsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

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

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

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advance payment.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of an "accident", but the amount paid under that bond or policy to the "insured" is not enough to pay the full amount the insured is legally entitled to recover as damages.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA UNINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Montana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

| |
|---|
| <p>Named Insured: Wolf Constructors Inc</p> <p>Endorsement Effective Date: 04/19/2022</p> |
|---|

SCHEDULE

| | |
|--|------------------------|
| Limit Of Insurance: \$1,000,000 | Each "Accident" |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

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

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:

- a. Reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must either:

- (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

- (2) Cause "bodily injury" with no physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying" at the time of the "accident", provided the facts of the "accident" can be corroborated by competent evidence which may include the testimony, under oath, of any person having a claim under this or any similar insurance as the result of such "accident".

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA MEDICAL PAYMENTS COVERAGE – REMOVAL OF REASONABLE EXPENSES LIMITATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

Changes In Auto Medical Payments Coverage

1. If the Auto Medical Payments Coverage endorsement is attached, then Paragraph **A. Coverage** is replaced by the following:

A. Coverage

We will pay expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred for services rendered within three years from the date of the "accident".

2. Changes In Locations And Operations Medical Payments

With respect to the Auto Dealers Coverage Form, Paragraph **C.1.c.** of **Section II – General Liability Coverages** is replaced by the following:

- c. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay expenses for:
 - (1) First aid administered at the time of an "accident";
 - (2) Necessary medical, surgical, diagnostic imaging and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

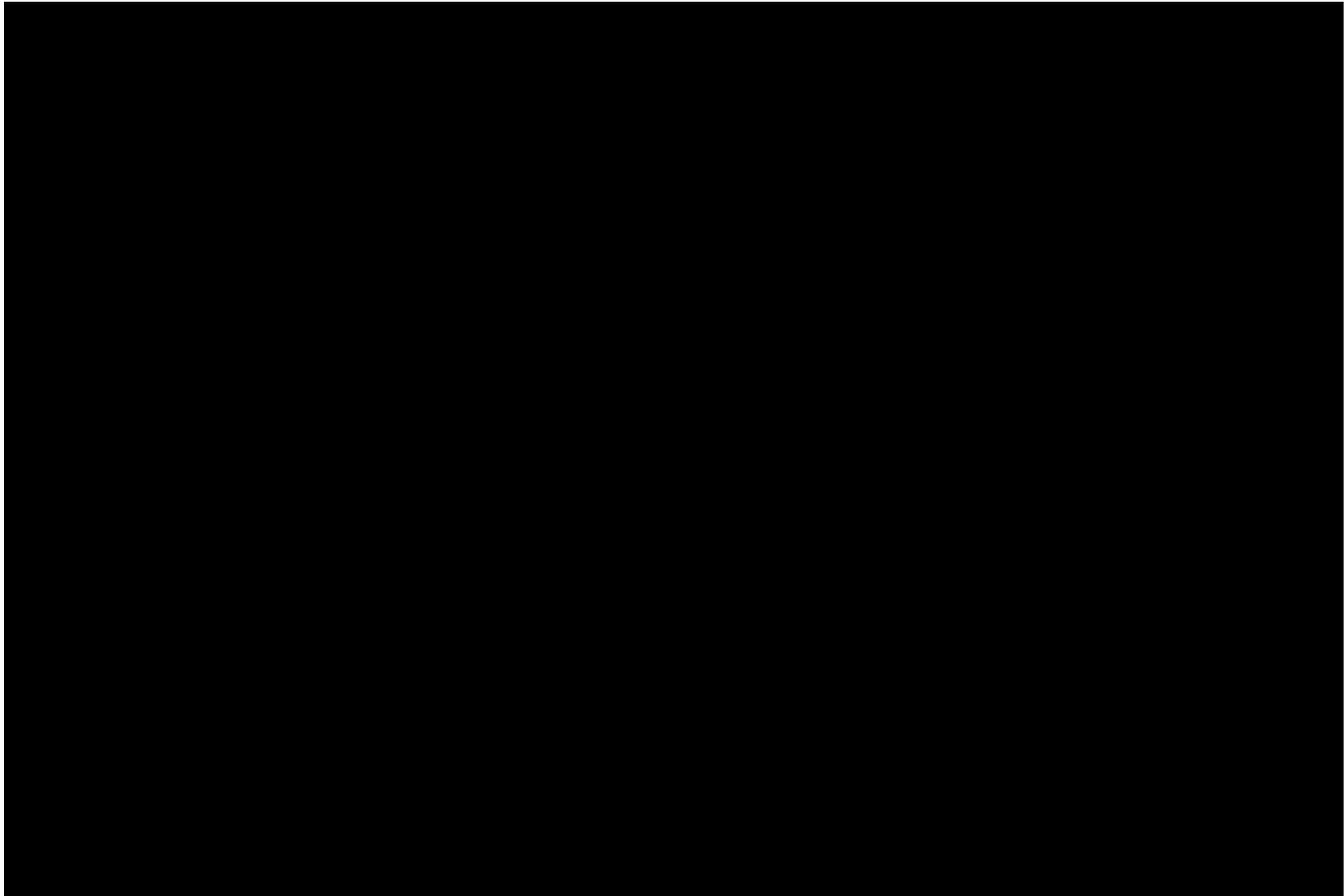
F. Additional Definitions

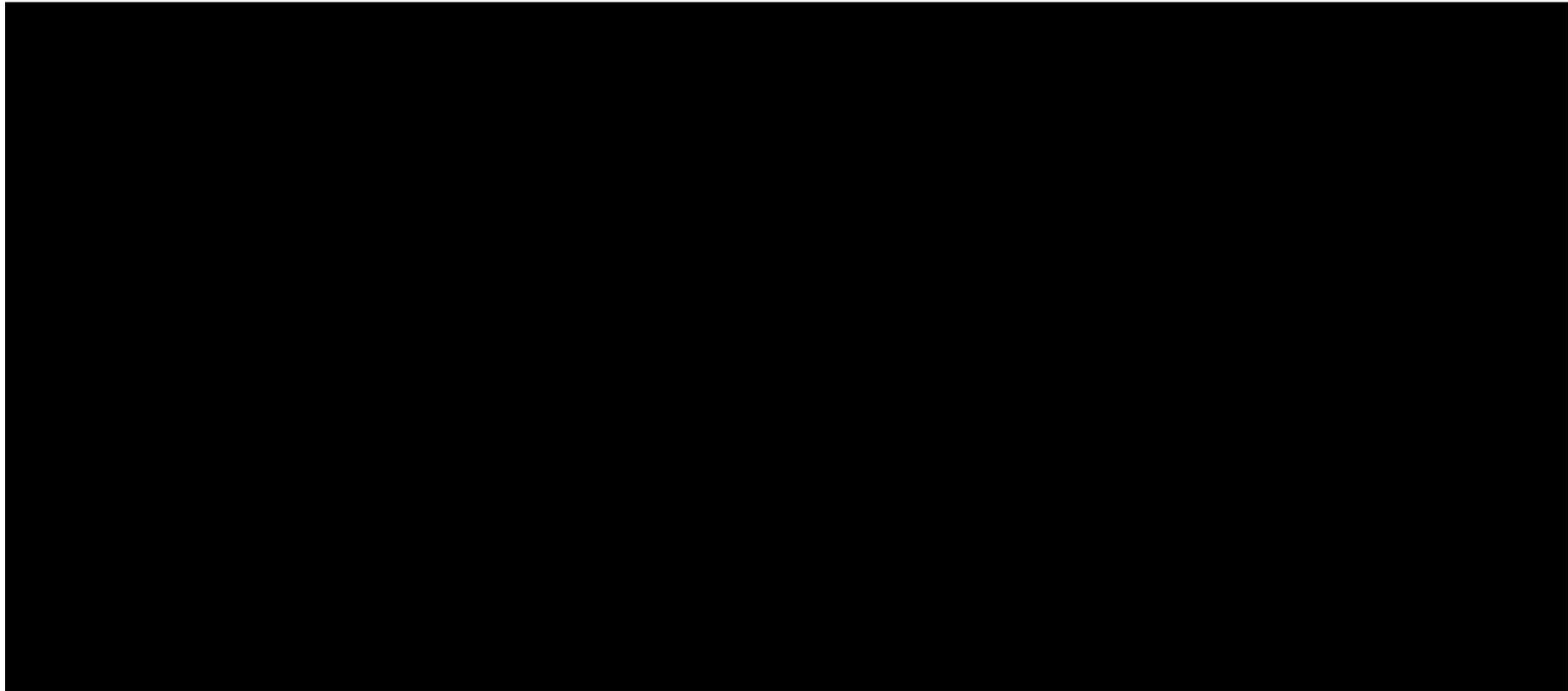
As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

Financials (Total Incurred: \$545,224.03): Transactions

INBOL: 12/01/2022 Pl: B136255 St: OpenAdj: Steven Pignato (Auto Litigation East Team 1)







September 26, 2025

Commissioner of Securities and Insurance
Office of the Montana State Auditor
840 Helena Avenue
Helena, MT 59601

Re:

Regulator File Number: 32399
Complainant name: [REDACTED]
Company Name/NAIC number: Austin Mutual Insurance Company; NAIC Number 13412
Policyholder(s): [REDACTED]
Policy number(s): [REDACTED]
Policy type(s): Commercial Auto
Claim number(s): [REDACTED]
Date of loss: 12/06/2022

Dear Jeanne Massey,

We received your inquiry dated September 26, 2025, regarding the complaint submitted to your office by [REDACTED].

[REDACTED]

[REDACTED].

We apologize for any confusion and appreciate the opportunity to provide further information. Please let us know if you have any additional questions.

Thank you again for contacting Main Street America.

Sincerely,

Erin Mioni, Senior Claims Customer Specialist
Phone: (725) 231-9021
E-mail: Erin.Mioni.1@afics.com
Fax: 1-866-935-2858











COMMISSIONER OF SECURITIES AND INSURANCE

James Brown
Commissioner

Office of the
Montana State Auditor

September 30, 2025

[REDACTED]

Dear [REDACTED]:

Thank you for allowing us to review your complaint against Austin Mutual. Their response is attached.

Their letter states that there is a question of fact regarding liability in this case. The other driver states you backed into her, and you state she ran into the back of you. [REDACTED]

Furthermore, it appears that both parties (meaning you and Austin Mutual) have retained legal representation for this claim. Our office has no jurisdiction over liability determinations, establishing the facts surrounding the claim, or acting as an attorney. Therefore, I am closing this file.

I apologize that I was unable to resolve this case in the manner you would have liked. While reviewing this file, I saw no violations of the Montana Code or the policy terms. If you have any questions, please contact me.

Kind Regards,

Jeanne Massey
Compliance Specialist, Insurance Consumer Services
Office of the Montana State Auditor
Commissioner of Securities and Insurance (CSI)
(800) 332-6148
406-444-3353
jeanne.massey@mt.gov

Case Notes

09/30/2025 11:54 AM

Jeanne Massey

Investigator Comments

AUSTIN MUTUAL INSURANCE COMPANY

Dear Jeanne Massey,

We received your inquiry dated September 26, 2025, regarding the complaint submitted to your office by Raymond

[REDACTED]

[REDACTED]

represents the amount incurred, including expense payments. We have attached copies of the checks issued in

relation to the claim for your reference.

[REDACTED]

[REDACTED]

[REDACTED]

09/26/2025 11:51 AM

Jeanne Massey

Investigator Comments

AUSTIN MUTUAL INSURANCE COMPANY

Received response. There is a question of fact concerning the details of this accident which are under review. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

09/12/2025 03:47 PM

Jeanne Massey

Investigator Comments

AUSTIN MUTUAL INSURANCE COMPANY

Got letter stating Hagestad Law has been retained to respond to this complaint.

09/09/2025 03:13 PM

Jeanne Massey

Investigator Comments

AUSTIN MUTUAL INSURANCE COMPANY

Dear Jeanne Massey,

This complaint has been received.

Thank you,

Tanner Carrillo

Consumer Affairs Specialist

American Family Insurance Group

6000 American Parkway

Madison, WI 53783

1-608-940-3545

09/09/2025 12:23 PM

Jeanne Massey

OCF Details of Complaint

[REDACTED]

On 12/06/2022 I was rear-ended in my company truck while on my way to work. We have ring security of [REDACTED] driving her mom's car into the back of my truck. She had a Montana

ID that state "THIS IS NOT A DRIVERS LICENSE" in bold red print. There was a lot of yelling from her and my neighbor and wife that witnessed the accident. In the video she was attempting to flee the scene. I told her she can't leave until we exchange ins. and driver's licenses. She was crying and pleading not to call the police. Being that the accident happened on private property, the Sheriff doesn't respond to traffic accidents. I got her mom's number and insurance carrier. Progressive has a limited State coverage for liability of 20k. I have been through 4 surgeries, lost 3 years of work and Austin Mutual refuses to pay the medical or any associated costs. We are losing the business and everything we own due to their ignorance. Our attorney is Dylan McFarland @406-546-7007

09/09/2025 11:50 AM

Jeanne Massey

Investigator Comments

[REDACTED]

Reviewed complaint and sent to the carrier.