



P. O. Drawer 6008, Providence, Rhode Island 02904

**PLEASE KEEP THIS STUB FOR YOUR RECORD**

**POLICY  
NUMBER**

**BILLING DATE**

**Mo. Day Year**

**950543-0002 05 01 74**

336.00

- 101.50 dividend

234.50 pd chck# 477

8 may 1974

**AMOUNT DUE**

**336.00**

**Date  
Paid**

**Check  
Number**

12M R78495

## CONDITIONS (Continued)

### 19. Subrogation — Coverages A, B, D, E and F

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

### 20. Other Insurance — Coverages A, B, D, E and F

If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, under coverages A and B the insurance with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement VI shall be excess insurance over any other valid and collectible insurance.

### 21. Other Insurance — Coverage C

Under division 1 of coverage C, the insurance with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement VI shall be excess insurance over any other valid and collectible automobile medical payments insurance.

Under division 2 of coverage C, the insurance shall be excess over any other valid and collectible automobile medical payments insurance available to an insured under any other policy.

### 22. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

### 23. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover (1) the named insured's spouse, if a resident of the same household at the time of such death, and legal representative as named insureds, and (2) under coverages A and B, subject otherwise to the provisions of Insuring Agreement III, any person having proper

temporary custody of the automobile, as an insured, and under division 1 of coverage C while the automobile is used by such person, until the appointment and qualification of such legal representative; provided that notice of cancellation addressed to the insured named in Item 1 of the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

### 24. Cancellation

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### 25. Terms of Policy Conformed to Statute

Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

### 26. Mutual Provisions

This policy is non-assessable; but it is understood and agreed that the holder hereof shall be entitled to such dividends as may be declared by the board of directors.

### 27. Declarations

By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, the AMICA MUTUAL INSURANCE COMPANY has caused this policy to be signed by its President and Secretary at Providence, Rhode Island, and countersigned on the declarations page by an authorized representative of the company.

*Joel N. Tobey*  
Secretary.

*D. Faust Wahl Jr.*  
President.

P4428

## STATE EXCEPTIONS

### KANSAS — If this policy is issued in the State of Kansas:

#### Condition 12, Named Insured's Duties When Loss Occurs

Paragraph (a) is amended to read:

- (a) use every reasonable means to protect the automobile (whether or not the loss is covered by this policy) from further loss; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

#### Condition 13, Appraisal

The term "thirty days" is substituted for "sixty days".

### NEW YORK — If this policy is issued in the State of New York:

#### Exclusion (e)

This exclusion is deleted.

### NORTH CAROLINA — If this policy is issued in the State of North Carolina:

#### Condition 12, Named Insured's Duties When Loss Occurs

The following is added to paragraph (c):

The failure of the named insured to furnish proofs of loss as required by the terms of this policy shall not debar him from recovery hereunder unless within fifteen (15) days after receipt of notice of loss the company or its representatives shall provide the named insured with a blank or blanks in duplicate, to be used for the purpose of making such proofs of loss.

AUTOMOBILE COMBINATION POLICY

Policy No. 950543-0002



AMICA MUTUAL  
INSURANCE COMPANY

FOUNDED 1907

Providence, Rhode Island

The Insured is hereby notified that by virtue of this policy he is a member of the AMICA MUTUAL INSURANCE COMPANY, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its home office on the second Thursday of February in each year at 10:15 o'clock A. M.

Notice of accident or loss must be given to the Company promptly after the occurrence. Report a serious accident by telephone. The report blank, giving full particulars, should be mailed without delay.

NON-ASSESSABLE  
POLICY

## EXCLUSIONS (Continued)

- (m) under coverages D, E and F, if the automobile is or at any time becomes subject to any bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance not specifically declared and described in this policy;
- (n) under coverages D, E and F, to any damage to the automobile which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy;
- (o) under coverages D, E and F, to robes, wearing apparel or personal effects;
- (p) under coverages D, E and F, to tires unless damaged by fire or stolen or unless such loss be coincident with and from the same cause as other loss covered by this policy;
- (q) under coverage E, to loss due to conversion, embezzlement or secretion by any person in possession of the automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;
- (r) under coverage D, to breakage of glass if insurance with respect to such breakage is otherwise afforded;
- (s) under coverages D, E and F, to loss due to confiscation by duly constituted governmental or civil authority;
- (t) under coverages D, E and F, while the automobile is used in any illicit trade or transportation;
- (u) under coverages D, E and F, to loss due to radioactive contamination.

## CONDITIONS

### 1. Notice of Accident — Coverages A, B and C

When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

### 2. Notice of Claim or Suit — Coverages A and B

If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

### 3. Limits of Liability — Coverage A

The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

### 4. Limit of Liability — Coverage B

The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

### 5. Limit of Liability — Coverage C

The limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person, including each insured, who sustains bodily injury, sickness, disease or death as the result of any one accident.

### 6. Severability of Interests — Coverages A and B

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

### 7. Action Against Company — Coverages A and B

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

### 8. Action Against Company — Coverage C

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company.

### 9. Financial Responsibility Laws — Coverages A and B

When this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use of the automobile during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

### 10. Assault and Battery — Coverages A and B

Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

### 11. Medical Reports; Proof and Payment of Claim — Coverage C

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

### 12. Named Insured's Duties When Loss Occurs — Coverages D, E and F

When loss occurs, the named insured shall:

- (a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the named insured's failure to protect shall not be recoverable under this policy; reasonable expense incurred in affording such protection shall be deemed incurred at the company's request;
- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft, larceny, robbery or pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the automobile;
- (c) file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of the named insured setting forth the interest of the named insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, the amount of rental or other expense for which reimbursement is provided under this policy, together with original receipts therefor, and the description and amounts of all other insurance covering such property.

Upon the company's request, the named insured shall exhibit the damaged property to the company and submit to examinations under oath by anyone designated by the company, subscribe the same and produce for the company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate.

### 13. Appraisal — Coverages D, E and F

If the named insured and the company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the named insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

### 14. Limit of Liability; Settlement Options; No Abandonment — Coverages D and E

The limit of the company's liability for loss shall not exceed either (1) the actual cash value of the automobile, or if the loss is of a part thereof the actual cash value of such part, at time of loss or (2) what it would then cost to repair or replace the automobile or such part thereof with other of like kind and quality, with deduction for depreciation, or (3) the applicable limit of liability stated in the declarations.

The company may pay for the loss in money or may repair or replace the automobile or such part thereof, as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the automobile at the agreed or appraised value but there shall be no abandonment to the company.

### 15. Automatic Reinstatement — Coverages D and E

When the automobile is damaged, whether or not such damage is covered under this policy, the liability of the company shall be reduced by the amount of such damage until repairs have been completed, but shall then attach as originally written without additional premium.

### 16. Payment for Loss; Action Against Company — Coverages D, E and F

Payment for loss may not be required nor shall action lie against the company unless, as a condition precedent thereto, the named insured shall have fully complied with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

### 17. No Benefit to Bailee — Coverages D, E and F

The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee liable for loss to the automobile.

### 18. Assistance and Cooperation of the Insured — Coverages A, B, D, E and F

The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

# AMICA MUTUAL INSURANCE COMPANY

10 Weybosset Street  
Providence, Rhode Island

## DECLARATIONS

POLICY NO. 950543-0002

### Item 1. Named Insured and Address (No., Street, Town or City and State)

H. Tracy Hall, Inc.  
1711 North Lambert Lane  
Provo, Utah 84601

Renewal of Policy No. 940543-0003

Utah  
County

Garage: The automobile will be principally garaged in the above town or city, county and state, unless otherwise stated herein:

Occupation of the named insured is:

Loss Payee: Any loss under coverages D and E is payable as interest may appear to the named insured and

### Item 2. Designation of insured for purposes of division 2 of coverage C, if required by Insuring Agreement III:

Item 3. Policy Period: From May 1, 1974 to May 1, 1975 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of the automobile and facts respecting its purchase by the named insured:	CAR NO. 1				CAR NO. 2			
	Year of Model	Trade Name, No. of Cylinders, Body Type			Year of Model	Trade Name, No. of Cylinders, Body Type		
	1972	Ford 8 LTD Brougham Hardtop (Pillared)						
	Model	Identification, Serial or Motor Number			Model	Identification, Serial or Motor Number		
		2P66S161756						
	Purchased (Month, Year)	New or Used	F.O.B. List Price	Actual Cost	Purchased (Month, Year)	New or Used	F.O.B. List Price	Actual Cost
	10/72	New		4242				
The automobile is unencumbered unless otherwise stated herein:					The automobile is unencumbered unless otherwise stated herein:			
	Encumbrance	Installment Payments		Due Date and Amount of Final Installment	Encumbrance	Installment Payments		Due Date and Amount of Final Installment
		Number	Amount of Each			Number	Amount of Each	
	\$		\$	\$		\$		\$

Item 5. The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES		LIMITS OF LIABILITY CAR NO. 1		PREMIUMS	LIMITS OF LIABILITY CAR NO. 2		PREMIUMS
A	Bodily Injury Liability	\$ 100,000	each person	\$ 61.00		each person	\$
		\$ 300,000	each accident			each accident	\$
B	Property Damage Liability	\$ 25,000	each accident	\$ 51.00		each accident	\$
C	Automobile Medical Payments	\$ 5,000	each person	\$ 14.00		each person	\$
D	Collision or Upset	Actual Cash Value less \$ 100 deductible		\$ 112.00	Actual Cash Value less \$ deductible		\$
E	Comprehensive Excluding Collision or Upset	Actual Cash Value		\$ 78.00			\$
F	Towing and Labor Costs	\$ for each disablement		\$	\$ for each disablement		\$
Rate Class:		B.I. P.D. Collision			B.I. P.D. Collision		

ENDORSEMENTS	Utah Personal Injury Protection Car #1	\$12.00
	Utah Out-Of-State Extension	
	Utah Additional Personal Injury Protection	
	A-\$12,000 B-\$250 Car #1	\$ 6.00
	Uninsured Motorists	\$ 2.00
Total Premium		\$ 336.00

Item 6. Use: The purposes for which the automobile is to be used are "pleasure and business," unless otherwise stated herein:

Item 7. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the named insured is the sole owner of the automobile, unless otherwise stated herein:

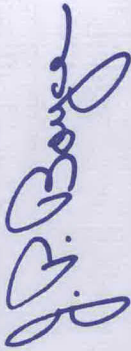
Countersigned by J. P. Boyce  
Assistant Vice President.

A935

## AMENDMENT OF UNINSURED MOTORISTS COVERAGE

It is agreed that the term "uninsured automobile" is changed to "uninsured motor vehicle".

AMICA MUTUAL INSURANCE COMPANY

A handwritten signature in blue ink, appearing to read "J. P. Boyce". The signature is fluid and cursive, with a large loop at the end.

Assistant Vice President

## SOUND-REPRODUCING OR RECORDING EQUIPMENT EXCLUDED

**It is agreed** that such insurance as is afforded by the policy under coverages D, E, and F is subject to the following additional exclusions:

The insurance does not apply:

- (1) to loss of or damage to any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the automobile;
- (2) to loss of or damage to any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound.

AMICA MUTUAL INSURANCE COMPANY

A handwritten signature in dark ink, appearing to read "J.P. Boyce". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Assistant Vice President

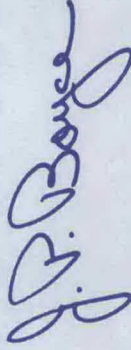
A979a

## OUT-OF-STATE INSURANCE ENDORSEMENT

**It is agreed** that, subject to all the provisions of the policy except where modified herein, the following provision is added:

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

AMICA MUTUAL INSURANCE COMPANY



Assistant Vice President

## AMENDMENT OF BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGES

### OCCURRENCE BASIS

**It is agreed** that with respect to the Bodily Injury Liability and Property Damage Liability Coverages:

1. The words "caused by accident" in Insuring Agreement I are amended to read "caused by an occurrence".
2. When used in reference to such coverage (including this and other endorsements forming a part of the policy):
  - (a) "occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured; and
  - (b) the word "accident" (except as used in the "Defense, Settlement, Supplementary Payments" Insuring Agreement and in the "Assistance and Cooperation of the Insured" Condition, and except as specifically provided otherwise in this endorsement) is amended to read "occurrence".
3. As used in this endorsement,
  - (a) "bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;
  - (b) "property damage" means injury to or destruction of tangible property.
4. For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
5. In the "Policy Period, Territory, Purposes of Use" Insuring Agreement, the words "This policy applies only to accidents which occur" are amended to read "This policy applies only to bodily injury or property damage which occurs".

AMICA MUTUAL INSURANCE COMPANY



Assistant Vice President

# PERSONAL INJURY PROTECTION ENDORSEMENT

## UTAH

The Company agrees with the **named insured**, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

### SECTION I

#### PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits for

- (a) **medical expenses**,
- (b) **work loss**,
- (c) **funeral expenses**, and
- (d) **survivor loss**

with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident involving the use of a **motor vehicle** as a **motor vehicle**.

#### Exclusions

This coverage does not apply:

- (a) to **bodily injury** sustained by any person while **occupying a motor vehicle** which is owned by the **named insured** and which is not an **insured motor vehicle**;
- (b) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying a motor vehicle** which is owned by a **relative** and for which the security required by the Utah Automobile No-Fault Insurance Act is not in effect;
- (c) to **bodily injury** sustained by any person while operating the **insured motor vehicle** without the express or implied consent of the **named insured** or while not in lawful possession of the **insured motor vehicle**;
- (d) to **bodily injury** sustained by any person injured while **occupying** or, while a **pedestrian** through the use of any **motor vehicle**, other than the **insured motor vehicle**, for which the security required under the Utah Automobile No-Fault Insurance Act is in effect;
- (e) to **bodily injury** sustained by any person, if such person's conduct contributed to his injury under either of the following circumstances:
  - (1) causing injury to himself intentionally, or
  - (2) while committing a felony;
- (f) to **bodily injury** sustained by any person arising out of the use of any **motor vehicle** while located for use as a residence or premises;
- (g) to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (h) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

#### Definitions

When used in reference to this coverage:

"**bodily injury**" means bodily injury, sickness or disease, including death resulting therefrom;

"**eligible injured person**" means

- (a) the **named insured** or any **relative** who sustains **bodily injury** caused by an accident involving the use of any **motor vehicle**;
- (b) any other person who sustains **bodily injury** caused by an accident while
  - (1) **occupying the insured motor vehicle** with the consent of the **named insured**, or
  - (2) a **pedestrian** if the accident involves the use of the **insured motor vehicle**;

"**funeral expenses**" means funeral, burial or cremation expenses incurred;

"**insured motor vehicle**" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the **named insured** is required to maintain security under the provisions of the Utah Automobile No-Fault Insurance Act;

"**medical expenses**" means the reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital, and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing;

"**motor vehicle**" means any vehicle of a kind required to be registered with the Division of Motor Vehicles of the Utah State Tax Commission under Title 41-1-19, Utah Code Annotated 1953 but excluding motorcycles;

"**named insured**" means the person or organization named in the declarations of this policy;

"**occupying**" means being in or upon a **motor vehicle** as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from a **motor vehicle**;

"**pedestrian**" means any person not **occupying** or riding upon a **motor vehicle**;

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

"**survivor loss**" means compensation on account of the death of the **eligible injured person**;

"**work loss**" means (a) loss of income and loss of earning capacity by the **eligible injured person** during his lifetime, from inability to work during a period commencing three days after the date of the **bodily injury** and continuing for a maximum of 52 consecutive weeks thereafter, provided that if such **eligible injured person's** inability to work shall so continue for in excess of a total of two consecutive weeks after the date of the **bodily injury**, this three day elimination period shall not be applicable; and (b) an allowance for services that, but for the **bodily injury**, the **eligible injured person** would have performed during his lifetime for his household commencing three days after the date of the **bodily injury** and continuing for a maximum of 365 consecutive days thereafter, provided that if such **eligible injured person's** inability to perform such services shall continue for in excess of 14 consecutive days after the date of the **bodily injury**, this three day elimination period shall not be applicable;

(continued on reverse side)

### Policy Period; Territory

This coverage applies only to accidents which occur on or after January 1, 1974 during the policy period and within the state of Utah.

### Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one motor vehicle accident, is limited as follows:

1. the maximum amount payable for **medical expenses** shall not exceed \$2,000;
2. the maximum amount payable for **work loss** is
  - (a) eighty five per cent of any loss of gross income and earning capacity, not to exceed the total of \$150 per week;
  - (b) \$12 per day for inability to perform services for his household;
3. the maximum amount payable for **funeral expenses** shall not exceed \$1,000;
4. the amount payable for **survivor loss** is \$2,000 and is payable only to natural persons who are the **eligible injured person's** heirs;
5. any amount payable by the Company under the terms of this coverage shall be reduced by the amount paid, payable, or required to be provided on account of such **bodily injury**
  - (a) under any workmen's compensation plan or any similar statutory plan,
  - (b) by the United States or any of its agencies because of military enlistment, duty or service, or
  - (c) under any applicable deductible set forth in the declarations of this policy.

### Conditions

- A. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If any **eligible injured person**, his legal representative or his survivors shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative, or his survivors.
- C. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
- D. **Subrogation.** In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. **Reimbursement and Trust Agreement.** In the event of any payment to any person under this coverage:
  1. the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  2. such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;
  3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. **Non-Duplication of Benefits; Other Insurance.** No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance. In the event the **eligible injured person** has other similar insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other insurance.

## SECTION II

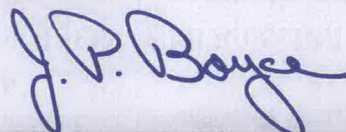
In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**;
- (b) any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

## SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Utah Automobile No-Fault Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

AMICA MUTUAL INSURANCE COMPANY



Assistant Vice President

# CONDITIONS (Continued)

## 4. Assistance and Cooperation of the Insured

After notice of claim under this endorsement, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

## 5. Notice of Legal Action

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

## 6. Limits of Liability

(a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting each person, the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.

(b) any amount payable under the terms of this endorsement because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

(1) all sums paid on account of such bodily injury by or on behalf of (i) the owner or operator of the uninsured automobile and (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury including all sums paid under the Bodily Injury Liability Coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) any payment made under this endorsement to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the Bodily Injury Liability Coverage of the policy.

(d) the company shall not be obligated to pay under this Coverage that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured automobile which represents expenses for medical services paid or payable under the Medical Payments Coverage of the policy.

## 7. Other Insurance

With respect to bodily injury to an insured while occupying an automobile not owned by the principal named insured, the insurance under this endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this Coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

## 8. Arbitration

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

## 9. Trust Agreement

In the event of payment to any person under this endorsement:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

## 10. Payment of Loss by the Company

Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

## 11. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

## SCHEDULE

Designation of named insured for purposes of this endorsement (see Insuring Agreement 2 (a)).....

Limits of Liability: \$ 10,000 each person; \$ 20,000 each accident.

The advance premium for this endorsement is \$ 2.00.....

Description of Insured Automobiles

Check appropriate box

☐ Any automobile owned by the principal named insured

☐ Any private passenger type automobile owned by the principal named insured

☐ Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named insured

☒ Any automobile designated in the declarations of the policy and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor

Attached to and forming part of Policy No. 950543-0002 issued to H. Tracy Hall, Inc.

and underwritten by AMICA MUTUAL INSURANCE COMPANY and taking effect

on May 1, 1974 { at 12:01 A.M. } and expiring on May 1, 1975 { at 12:01 A.M. }  
{ standard time } { standard time }

Providence, R. I. March 6, 1974 J. P. Boyce Assistant Vice President

# FAMILY PROTECTION COVERAGE

## (Automobile Bodily Injury Liability)

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the company agrees with the named insured as follows:

### INSURING AGREEMENTS

#### 1. Damages for Bodily Injury Caused by Uninsured Automobiles

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, herein-after called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

#### 2. Definitions

(a) "insured" means: (1) the named insured as stated in the policy (herein also referred to as the "principal named insured") and any person designated as named insured in the schedule and, while residents of the same household, the spouse of any such named insured and relatives of either; (2) any other person while occupying an insured automobile; and (3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

The insurance applies separately with respect to each insured, but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability.

(b) "insured automobile" means an automobile: (1) described in the schedule as an insured automobile to which the bodily injury liability coverage of the policy applies; (2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; (3) while being operated by a named insured or by his spouse if a resident of the same household; but the term "insured automobile" shall not include: (i) an automobile while used as a public or livery conveyance; (ii) an automobile while being used without the permission of the owner; (iii) under subparagraphs (2) and (3) above, an automobile owned by the principal named insured or by any named insured designated in the schedule or by any resident of the same household as such insured; or (iv) under subparagraphs (2) and (3) above, an automobile furnished for the regular use of the principal named insured or any resident of the same household.

(c) "uninsured automobile" means: (1) an automobile with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder, or is or becomes insolvent; or (2) a hit-and-run automobile as defined; but the term "uninsured automobile" shall not include: (i) an insured automobile, (ii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law, (iii) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing, (iv) a land motor vehicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle, or (v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(d) "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run automobile"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

(e) **Occupying.** The word "occupying" means in or upon or entering into or alighting from.

(f) **State.** The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

#### 3. Policy Period, Territory

This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

### EXCLUSIONS

#### This endorsement does not apply:

- to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- to bodily injury to an insured while occupying an automobile (other than an insured automobile) owned by a named insured or any relative resident in the same household, or through being struck by such an automobile, but this exclusion does not apply to the principal named insured or his relatives while occupying or if struck by an automobile owned by an insured named in the schedule or his relatives;
- so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

### CONDITIONS

#### 1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" or "Notice of Accident," "Changes," "Assignment," "Cancellation," "Mutual Provisions" and "Declarations".

#### 2. Premium

If during the policy period the number of insured automobiles owned by the principal named insured or spouse or the number of dealer's license plates issued to the principal named insured changes, such named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, such named insured shall pay the excess to the company; if less, the company shall return to such named insured the unearned portion paid by such insured.

#### 3. Proof of Claim; Medical Reports

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

(continued on reverse side)

## AUTOMOBILE COMBINATION POLICY

## AMICA MUTUAL INSURANCE COMPANY

Providence, Rhode Island

(A mutual insurance company, herein called the company)

AGREES with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

## INSURING AGREEMENTS

## I.

**Coverage A—Bodily Injury Liability**

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of the automobile.

**Coverage B—Property Damage Liability**

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of the automobile.

**Coverage C—Automobile Medical Payments**

To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services:

**Division 1.** To or for each person who sustains bodily injury, sickness or disease, caused by accident, while in or upon or while entering into or alighting from the automobile, provided the automobile is being used by the named insured or his spouse if a resident of the same household, or with the permission of either; or

**Division 2.** To or for each insured who sustains bodily injury, sickness or disease, caused by accident, while in or upon, or while entering into or alighting from, or through being struck by, an automobile.

**Coverage D—Collision or Upset**

To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by collision of the automobile with another object or by upset of the automobile, but only for the amount of each such loss in excess of the deductible amount, if any, stated in the declarations as applicable hereto.

**Coverage E—Comprehensive Loss of or Damage to the Automobile, Except by Collision or Upset**

To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, except loss caused by collision of the automobile with another object or by upset of the automobile or by collision of the automobile with a vehicle to which it is attached. Breakage of glass and loss caused by missiles, falling objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion shall not be deemed loss caused by collision or upset.

**Coverage F—Towing and Labor Costs**

To pay for towing and labor costs necessitated by the disablement of the automobile, provided the labor is performed at the place of disablement.

## II.

**Defense, Settlement, Supplementary Payments**

With respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the company shall:

- (a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the policy period, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;
- (2) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;
- (3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
- (4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request; and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

## III.

**Definition of Insured**

- (a) With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes the named insured and, if the named insured is an individual, his spouse if a resident of the same household, and also includes any person while using the automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or such spouse or with the permission of either. The insurance with respect to any person or organization other than the named insured or such spouse does not apply:
  - (1) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with

respect to any accident arising out of the operation thereof, but this provision does not apply to a resident of the same household as the named insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of such resident or partnership;

- (2) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer.
- (b) With respect to the insurance under division 2 of coverage C the unqualified word "insured" means:
  - (1) the named insured, if an individual or husband and wife who are residents of the same household, otherwise the person designated in Item 2 of the declarations, and
  - (2) while residents of the same household as the named insured or such designated person, his spouse and the relatives of either; provided, if such named insured or designated person shall die, this insurance shall cover any person who was an insured at the time of such death.

## IV.

**Automobile Defined, Trailers, Private Passenger Automobile, Two or More Automobiles, Including Automatic Insurance**

- (a) **Automobile.** Except with respect to division 2 of coverage C and except where stated to the contrary, the word "automobile" means:
  - (1) **Described Automobile**—the motor vehicle or trailer described in this policy;
  - (2) **Trailer**—under coverages A, B and division 1 of coverage C, a trailer not described in this policy, if designed for use with a private passenger automobile, if not being used for business purposes with another type automobile, and under division 1 of coverage C if not a home, office, store, display or passenger trailer;
  - (3) **Temporary Substitute Automobile**—under coverages A, B and division 1 of coverage C, an automobile not owned by the named insured or his spouse if a resident of the same household, while temporarily used as a substitute for the described automobile when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
  - (4) **Newly Acquired Automobile**—an automobile, ownership of which is acquired by the named insured or his spouse if a resident of the same household, if (i) it replaces an automobile owned by either and covered by this policy, or the company insures all automobiles owned by the named insured and such spouse on the date of its delivery, and (ii) the named insured or such spouse notifies the company within thirty days following such delivery date; but such notice is not required under coverages A, B and division 1 of coverage C if the newly acquired automobile replaces an owned automobile covered by this policy. The insurance with respect to the newly acquired automobile does not apply to any loss against which the named insured or such spouse has other valid and collectible insurance. Under coverages D and E, when a limit of liability is expressed in the declarations as a stated amount, such limit as to the newly acquired automobile shall be replaced by the actual cash value. The named insured shall pay any additional premium required because of the application of the insurance to such newly acquired automobile.

The word "automobile" also includes under coverages D and E its equipment and other equipment permanently attached thereto.

Under division 2 of coverage C, the word "automobile" means a land motor vehicle or trailer not operated on rails or crawler-treads, but does not mean: (1) a farm type tractor or other equipment designed for use principally off public roads, except while actually upon public roads, or (2) a land motor vehicle or trailer while located for use as a residence or premises and not as a vehicle.

- (b) **Private Passenger Automobile.** The term "private passenger automobile" means a private passenger, station wagon or jeep type automobile, and also includes under coverages A, B and division 1 of coverage C any automobile the purposes of use of which are stated in the declarations as "pleasure and business."
- (c) **Semitrailer.** The word "trailer" includes semitrailer.
- (d) **Two or More Automobiles.** When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under coverages A and B and separate automobiles as respects limits of liability, including any deductible provisions, under coverages D, E and F.

## V.

**Purposes of Use Defined**

- (a) The term "pleasure and business" is defined as personal, pleasure, family and business use.
- (b) The term "commercial" is defined as use principally in the business occupation of the named insured as stated in Item 1, including occasional use for personal, pleasure, family and other business purposes.
- (c) Use of the automobile for the purposes stated includes the loading and unloading thereof.

## INSURING AGREEMENTS (Continued)

### VI.

#### Use of Other Automobiles

If the named insured is an individual or husband and wife and if during the policy period such named insured, or the spouse of such individual if a resident of the same household, owns a private passenger automobile covered by this policy, such insurance as is afforded by this policy under coverages A, B, division 1 of coverage C and D with respect to said automobile applies with respect to any other automobile, subject to the following provisions:

- (a) With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes (1) such named insured and spouse, and (2) any other person or organization legally responsible for the use by such named insured or spouse of an automobile not owned or hired by such other person or organization. Insuring Agreement III does not apply to this insurance.
- (b) Under division 1 of coverage C, this insurance applies only if the injury results from the operation of such other automobile by such named insured or spouse or on behalf of either by a private chauffeur or domestic servant of such named insured or spouse, or from the occupancy of said automobile by such named insured or spouse.
- (c) Under coverage D, this insurance applies only with respect to a private passenger automobile while being operated or used by such named insured or spouse. Exclusion (m) does not apply to this insuring agreement.
- (d) This insuring agreement does not apply:
  - (1) to any automobile owned by or furnished for regular use to either the named insured or a member of the same household other than a private chauffeur or domestic servant of such named insured or spouse;
  - (2) to any accident arising out of the operation of an automobile sales agency, repair shop, service station, storage garage or public parking place;
  - (3) under coverages A, B or division 1 of coverage C, to any automobile while used in a business or occupation of such named insured or spouse except a private passenger automobile operated or occupied by such named insured, spouse, private chauffeur or domestic servant;

#### This policy does not apply:

- (a) except under division 2 of coverage C, while the automobile is used as a public or livery conveyance, unless such use is specifically declared and described in this policy;
- (b) under coverages A and B, to liability assumed by the insured under any contract or agreement;
- (c) under coverages A and B, while the automobile is used for the towing of any trailer owned or hired by the insured and not covered by like insurance in the company; or while any trailer covered by this policy is used with any automobile owned or hired by the insured and not covered by like insurance in the company;
- (d) under coverages A and B, to injury, sickness, disease, death or destruction which arises out of the loading or unloading of an automobile, provided that this limitation does not apply with respect to claims made or suits brought against the following insureds:
  - (1) the named insured or, if the named insured is an individual, his spouse, if a resident of the same household;
  - (2) a lessee or borrower of the automobile or an employee of either of them or of the named insured;
  - (3) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (1) or (2) above;
- (e) (1) under coverages A and B, to injury, sickness, disease, death or destruction
  - (i) 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (ii) 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.
- (2) under coverage C, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- (3) under coverages A and B, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (i) 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;
  - (ii) 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
  - (iii) the injury, sickness, disease, death or destruction 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 (iii) applies only to injury to or destruction of property at such nuclear facility.
- (4) As used in this Policy:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

- (4) under coverage D, to any loss when there is any other insurance which would apply thereto in the absence of this insuring agreement, whether such other insurance covers the interest of the named insured or spouse, the owner of the automobile or any other person or organization.

### VII.

#### Loss of Use by Theft—Rental Reimbursement

The company, following a theft covered under this policy of the entire automobile, shall reimburse the named insured for expense not exceeding \$5 for any one day nor totaling more than \$150 or the actual cash value of the automobile at time of theft, whichever is less, incurred for the rental of a substitute automobile, including taxicabs. Such reimbursement is payable by the company in addition to the applicable limit of liability of this policy.

Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, on the date the whereabouts of the automobile becomes known to the named insured or the company or on such earlier date as the company makes or tenders settlement for such theft.

Such reimbursement shall be made only if the stolen automobile was a private passenger automobile not used as a public or livery conveyance and not owned and held for sale by an automobile dealer.

### VIII.

#### General Average and Salvage Charges

The company, with respect to such transportation insurance as is afforded by this policy, shall pay any general average and salvage charges for which the named insured becomes legally liable.

### IX.

#### Policy Period, Territory, Purposes of Use

This policy applies only to accidents which occur and to direct and accidental losses to the automobile which are sustained during the policy period, while the automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a "described automobile" under Insuring Agreement IV, is owned, maintained and used for the purposes stated as applicable thereto in the declarations.

## EXCLUSIONS

"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 byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (i) or (ii) thereof;

"nuclear facility" means

- (i) any nuclear reactor,
- (ii) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- (iii) 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,

(iv) 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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property;

- (f) under coverage A, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of (1) domestic employment by the insured, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (2) other employment by the insured;
- (g) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) under coverage B, to injury to or destruction of property owned or transported by the insured, or property rented to or in charge of the insured other than a residence or private garage injured or destroyed by a private passenger automobile covered by this policy;
- (i) under division 1 of coverage C, to bodily injury to or sickness, disease or death of any employee of the named insured or spouse arising out of and in the course of (1) domestic employment by the named insured or spouse, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (2) other employment by the named insured or spouse;
- (j) under coverage C, to bodily injury to or sickness, disease or death of any person who is an employee of an automobile sales agency, repair shop, service station, storage garage or public parking place, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (k) under division 2 of coverage C, to bodily injury to or sickness, disease or death of an insured sustained while in or upon or while entering into or alighting from an automobile owned by any insured;
- (l) to injury, sickness, disease, death or loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, (1) with respect to expenses under Insuring Agreement II (b) (3) or under coverage C or (2) under coverages D, E and F;