

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

VICKI OSTENDORF, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

GRANGE INDEMNITY INSURANCE  
COMPANY, GRANGE INSURANCE  
COMPANY f/k/a GRANGE MUTUAL  
CASUALTY COMPANY, GRANGE  
PROPERTY AND CASUALTY, and  
TRUSTGARD INSURANCE COMPANY  
Ohio corporations,

Defendant.

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CASE NO.: 2:19-CV-01147-ALM-KAJ

AMENDED CLASS ACTION  
COMPLAINT

[Jury Demand Endorsed Hereon]

**AMENDED CLASS ACTION COMPLAINT**

Plaintiff Vicki Ostendorf (“Ostendorf” or “Plaintiff”), on behalf of herself and all others similarly situated, files this Class Action Complaint against Grange Indemnity Insurance Company, Grange Insurance Company f/k/a Grange Mutual Casualty Company, Grange Property and Casualty, and Trustgard Insurance Company (collectively or individually “Grange” or “Defendant”), and in support thereof states the following:

**NATURE OF THE ACTION**

1. This is a class action lawsuit by Plaintiff, the named insured under a Grange automobile policy issued for private-passenger auto physical damage including comprehensive and collision coverage, which requires payment of “Actual Cash Value” or “ACV.” Plaintiff brings claims for breach of contract and declaratory relief.

2. Grange is a group of affiliated insurance carriers under common ownership offering private-passenger auto insurance in Ohio. One of the coverages Grange offers is comprehensive and collision coverage. Upon information and belief, Grange systematically underpaid not just Plaintiff, but thousands of other putative class members, amounts Grange owed its insureds for ACV losses for total loss vehicles insured with comprehensive and collision coverage.

3. This lawsuit is brought by Plaintiff, individually and on behalf of all other similarly situated insureds, who suffered damages due to Grange's practice of refusing to pay full ACV payments or full total loss payments ("FTLP") to first-party total loss insureds on physical damage policies ("Policies") containing comprehensive and collision coverages. Specifically, as a matter of policy, Grange fails to include sales tax and/or vehicle title transfer and vehicle registration fees ("Vehicle Title and Registration Fees") in its calculation of ACV when paying FTLP to its insureds.

4. Grange's failure to pay FTLP for first-party total losses owed to the Grange insureds and to condition payment of sales tax and Vehicle Title and Registration Fees on actions not required by the policy itself is a breach of the policy agreement and a clear breach of contract as to Plaintiff and each putative class member.

### **PARTIES, JURISDICTION, AND VENUE**

5. At all times material hereto, Plaintiff is and was domiciled in Lewisburg, Ohio, and is a citizen of the State of Ohio.

6. At all times material hereto, Grange Indemnity Insurance Company is and was an Ohio corporation, incorporated and with its principal place of business in Ohio, and authorized to transact insurance business in the State of Ohio.

7. At all times material hereto, Grange Insurance Company f/k/a Grange Mutual Casualty Company is and was an Ohio corporation, incorporated and with its principal place of business in Ohio, and authorized to transact insurance business in the State of Ohio.

8. At all times material hereto, Grange Property and Casualty is and was an Ohio corporation, incorporated and with its principal place of business in Ohio, and authorized to transact insurance business in the State of Ohio.

9. At all times material hereto, Trustgard Insurance Company is and was an Ohio corporation, incorporated and with its principal place of business in Ohio, and authorized to transact insurance business in the State of Ohio.

10. This Court has personal jurisdiction over Grange because Grange conducts business and maintains its headquarters in Ohio.

11. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2), because (a) the Plaintiff is a member of the putative class, which consists of at least 100 members, many of which are citizens of different states than that of Grange; (b) the amount-in-controversy exceeds \$5 million dollars exclusive of interest and costs; and (c) none of the exceptions contained in 28 U.S.C. § 1332(d) apply to this claim.

12. Venue is proper in this Court because a substantial portion of the acts and course of conduct giving rise to the claims alleged occurred within the district and Grange is subject to personal jurisdiction in this district.

### **FACTUAL ALLEGATIONS**

13. Grange's standardized automobile insurance policy ("Insurance Policy") language as to collision and comprehensive coverage for ACV of total loss vehicles is present in all auto policies issued by Grange that provide for collision and comprehensive coverage.

14. As exhibited in Plaintiff's experience, Grange does not pay sales tax or Vehicle Title and Registration Fees when determining and paying the ACV to insureds.

15. At all times material hereto, Plaintiff owned a 2001 Grand Prix, VIN # 1G2WP12K81F262183 ("Insured Vehicle").

16. At all times material hereto, Plaintiff insured the Insured Vehicle under an insurance policy issued by Grange. *See* Insurance Policy and Declarations Page, attached Exhibit A.

17. On or about May 6, 2018, the Insured Vehicle was involved in an accident. As a result of said accident, Plaintiff filed a claim for property damage with Grange, claim number APV002253824.

18. Following the filing of said claim, Grange determined that the Insured Vehicle was a total loss with a base value of \$1,773.00. Grange applied the deductible of “\$100” resulting in a “Settlement Amount” of \$1,673.00, which did not include any amount for sales tax and Vehicle Title and Registration Fees.

19. Thus, the Total Settlement was in the amount of \$1,673.00, which Grange paid to Plaintiff.

20. Grange’s payment of \$1,673.00 did not include any amount for sales tax and Vehicle Title and Registration Fees. Grange’s failure to include these costs constituted a breach of its insurance policy.

21. Sales tax and Vehicle Title and Registration Fees are mandatory applicable fees that must be paid to replace any vehicle in the State of Ohio. Other states where Grange issues policies to putative class members have similar sales tax and Vehicle Title and Registration Fees.

22. Ohio law requires that all vehicles be properly titled in order to be legally driven on Ohio roadways. The fee to transfer title to a vehicle is, at minimum, \$15.00.

23. Ohio law requires that all vehicles have proper registration in order to be legally driven on Ohio roadways. The fee to transfer license plate and tag is \$9.00.

24. Plaintiff was owed, at minimum, (a) title transfer fees of \$15.00, plus (b) tag transfer fees of \$9.00, plus (c) sales tax in an amount equal to 6% of the base vehicle value.

25. Plaintiff and all members of the putative class satisfied all conditions precedent, or such conditions precedent were waived or excused.

**THE GRANGE INSURANCE POLICY**

26. Grange's insurance policy under the section entitled "Part D, Coverage For Damage To Your Auto" states that "we will pay for sudden, direct and accidental loss to your covered auto or any non-owned auto." Ex. A at p. 21.

27. In the same section, under a provision entitled "Limit of Liability," the Policy states in relevant part:

"Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property, reduced by the salvage value if you or the owner retain the salvage;
2. Amount necessary to repair or replace the property using parts from the vehicle's manufacturers or parts from other manufacturers;

Ex. A at p. 24-25.

28. ACV is not defined in the Policy.

29. There is no difference, for purposes of the duty to pay ACV on a first-party total loss claim, between a collision total loss claim and a comprehensive total loss claim.

30. Clearly then, the policy language does not further define ACV as including: (1) any provision excluding sales tax and Vehicle Title and Registration Fees from ACV; (2) any provision deferring payment of the ACV sales tax and Vehicle Title and Registration Fees for any purpose whatsoever; (3) any provision requiring an insured to obtain a replacement vehicle; (4) any provision requiring the insured to first obtain a replacement vehicle as a condition precedent to receiving ACV sales tax and Vehicle Title and Registration Fees; or (5) any provision linking the amount of ACV sales tax and Vehicle Title and Registration Fees to a particular replacement vehicle and the corresponding sales tax and Vehicle Title and Registration Fees on said replacement vehicle.

31. The policy language applies to all covered autos irrespective of ownership interests - whether owned, financed, or leased, insured autos are considered a “covered-auto” for purposes of the policy.

### **PAYMENT OF MANDATORY TAXES AND FEES**

32. Ohio law is clear that courts cannot limit the scope of a term, if it is not defined in the policy, to a narrow definition that benefits the insurer; in fact, if policy language is susceptible to more than one reasonable interpretation, it is construed in the light that would grant coverage, i.e. to the benefit of the insured and against the insurer. *King v. Nationwide Ins. Co.*, 35 Ohio St. 3d 208, 519 N.E.2d 1380, 1383 (Ohio 1988).

33. Ohio law requires payment of sales tax on vehicle purchases, and it requires vehicles to be legally titled and registered, for which Ohio imposes mandatory fees. Other states where Defendant issues policies to putative class members have similar laws.

34. Grange’s Policies promise to provide the costs of replacement, including sales tax and Vehicle Title and Registration Fees, and that such costs will be determined at the time of loss. No policy provision provides exclusion for such costs nor conditions payment on vehicle replacement. All of the Grange entities issued insurance policies that are identical in material respects.

35. Grange’s promise to pay ACV necessarily includes sales tax equal to a percentage of the base value and Vehicle Title and Registration Fees, including mandatory transfer fees. Grange fails to actually make such payment to total loss insureds as a uniform and standard policy and used the same policies and procedures for payment of claims among all the Grange entities.

### **CLASS ALLEGATIONS**

36. Plaintiffs brings this class action pursuant to Fed. R. Civ. P. 23(a) and (b)(2) and (b)(3) on behalf of themselves and the following class (“Class”) of similarly situated persons:

All Grange insureds who submitted a Covered Total Loss Claim and who received a Total Loss Claim Payment from Grange that did not include Sales Tax and/or Title,

Transfer, and Service Fees, and who was not subsequently paid Sales Tax and/or Title, Transfer and Service Fees during the Class Period. Excluded from the Class is Grange, its parents, subsidiaries, affiliates, officers and directors, all Class members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.

37. Plaintiff reserves the right to modify or amend the definition of the proposed Class and/or to add subclasses, if necessary, before this Court determines whether certification is appropriate.

**A. Numerosity**

38. Although the precise number of class members for the Class are unknown to Plaintiff at this time and can only be determined through appropriate discovery, Plaintiff believes that because Grange is a large, national insurer and writes hundreds of millions of dollars of private-passenger physical damage coverage premiums, the class affected by Grange's unlawful practice consists of thousands of individuals or the class of persons affected are otherwise so numerous that joinder of all class members is impractical. The unlawful practice alleged herein is a standardized and uniform practice, employed by Grange pursuant to standardized insurance policy language, and results in the retention by Grange of insurance benefits properly owed to Plaintiff and the class members. The class definition will permit the court to reasonably ascertain whether any individual or entity is a member of the class as any individual who is an insured of Grange in the class period and received an ACV that did not include sales tax and Vehicle Title and Registration Fees will be a member of the class.

39. Upon information and belief, Grange uniformly fails to pay sales tax and Vehicle Title and Registration Fees in total loss cases. Accordingly, the Class consists of tens of thousands, of Grange's insureds who were not paid in breach of their insurance policies. Thus, pursuant to Fed. R. Civ. P. 23(a)(1), the large size of the Class renders the Class so numerous that joinder of all individual members is impracticable.

**B. Commonality**

40. Common questions of law and fact predominate in this matter because Grange's conduct towards the members of the Class is identical. Grange uniformly fails to pay sales tax and Vehicle Title and Registration Fees in total loss cases.

41. Plaintiff shares a common interest with all members of the putative Class in the objects of the action and the relief sought.

42. Plaintiff satisfies Fed. R. Civ. P. 23(a)(2)'s commonality requirement because her claims arise from a practice which Grange applies uniformly to all its similarly situated class members and are based on the same legal theories as all other members of the putative class, that failing to pay sales tax and Vehicle Title and Registration Fees in total loss cases violates the uniform insurance policies. Because Grange's conduct was uniform as to all class members, the material elements of Plaintiff's claims and those of absent class members are subject to common proof, and the outcome of Plaintiff's individual actions will be dispositive for the Class. The common questions include, but are not limited to, the following: (a) whether, under Grange's standardized policy language, Plaintiff and the class members are owed sales tax and Vehicle Title and Registration Fees as part of ACV upon the total loss of an insured vehicle; and (b) whether Grange has breached its insurance contracts with the Plaintiff and the class members by failing to pay sales tax and Vehicle Title and Registration Fees as part of ACV upon the total loss of an insured vehicle.

### **C. Typicality**

43. Pursuant to Fed. R. Civ. P. 23(a)(3), Plaintiff's claims are typical of the claims of all other members of the Class because all such claims arise from Grange's failure to pay sales tax and Vehicle Title and Registration Fees on total loss claims of insured vehicles.

44. Plaintiff's and Class members' legal claims arise from the same core practices, namely, the failure to pay full ACV, including sales tax and Vehicle Title and Registration Fees, for first-party total loss claims. The material facts underlying the claims of each putative class member are the same

material facts as those supporting the Plaintiff's claims alleged herein and require proof of the same material facts.

**D. Adequacy**

45. Plaintiff can and will adequately represent the putative class and her interests are common to, and coincident with, those of all absent class members. By proving her individual claims, Plaintiff will necessarily prove the claims of the putative class and prove Grange's liability to the Class. Plaintiff has no known conflicts of interest with any members of the Class; her interests and claims are not antagonistic to those of any other class members; nor are her claims subject to any unique defenses.

46. The representative Plaintiff therefore can and will fairly and adequately protect and represent the interests of the Class under the criteria set forth in Fed. R. Civ. P. 23(a)(4).

47. Plaintiff's counsel have extensive experience in complex commercial litigation, class actions, and have adequate financial resources to ensure that the interests of the Class will not be harmed.

48. If appointed class representative, Plaintiff is aware of her fiduciary duties to absent class members and is committed to faithfully uphold those duties. Plaintiff and her counsel are committed to the vigorous prosecution of this action and will allocate the appropriate time and resources to ensure that the class is fairly represented.

49. Plaintiff and her counsel will therefore fairly and adequately assert and protect the interests of the Class.

**E. Predominance and Superiority**

50. A class action provides a fair and efficient method for the adjudication of this controversy under the criteria set forth in Fed. R. Civ. P. 23(b)(3). Class treatment is a superior form

of adjudication than the prosecution of individual claims and provides a substantial benefit to the court and litigants by avoiding a multiplicity of suits, and the risk of inconsistent results.

51. Because Grange's conduct was uniform with respect to all prospective class members, common questions of law and fact predominate over individual questions.

52. Because the Class encompasses many thousands of claims (if not tens of thousands of claims), a single, nationwide class action is plainly more efficient than many thousands of individual law suits, each requiring the same discovery and proofs. Given the relatively small amount of the claim(s) of each putative class member, it is likely that absent class representation, such claims would not be brought, and the class would never have appropriate redress for Grange's improper conduct. A class action is superior to and more efficient than other available methods for the fair and efficient adjudication of this controversy.

53. Class treatment ensures uniformity and consistency in results, enables the many small claims of class members as well as claims for class-wide declaratory relief to be brought efficiently, and will provide optimum relief to class members for their past and future injuries, as well as deter Grange and other similar businesses from engaging in such wrongful conduct in the future.

54. In addition, the expense and burden of individual litigation effectively makes it a practical impossibility for individual class members to seek redress for the wrongs alleged herein.

55. The advantages of maintaining this action as a class suit far outweigh the expense and waste of judicial effort that would result from thousands of separate adjudications or the unfairness of none at all, which is the likely outcome if the small individual claims at issue are not aggregated as a class.

56. There are also no unusual difficulties likely to be encountered in the maintenance of this action as a class suit, and this Court can effectively manage the class action.

57. Any argument that class treatment is not viable or productive in the present action is undercut by the fact that the Middle District of Florida very recently treated as a class action a case that is substantially identical in fact and in law to the present action. See Bastian v. United Servs. Auto. Ass'n, 150 F. Supp. 3d 1284 (M.D. Fla. 2015). Bastian is in the process of being successfully settled as a class and stands as incontrovertible evidence demonstrating the efficacy and viability of class treatment in the present action. Similarly, Roth v. Geico General Insurance Co., Case No. 16-62942-CIV-Dimitrouleas (S.D. Fla. June 14, 2018), is a substantially similar case recently certified as a class action with judgment entered in favor of the class.

58. The Class is not so large that it would be unmanageable, and no difficulties are foreseen providing notice to individual claimants because Grange keeps records of insurance policies and claims of prospective class members during the class period, including records of total loss vehicles. Therefore, both the membership of the class and the amount of individual damages is readily ascertainable from Grange's records.

**F. Declaratory Relief Under Rule 23(B)(2)**

59. Pursuant to Fed. R. Civ. P. 23(b)(2), class treatment is warranted because Grange has acted or refused to act on grounds generally applicable to all the members of the Class, thereby making final declaratory relief concerning the Class as a whole appropriate.

60. Because declaratory relief is sought, class treatment ensures uniformity and consistency in results, enables the many small claims of class members as well as claims for class-wide declaratory relief to be brought efficiently, and will provide optimum relief to class members for their past and future injuries, as well as deter Grange and other similar businesses from engaging in such wrongful conduct in the future.

61. Because Grange has acted consistently towards all members of the Class, declaratory relief is appropriate with respect to both the Class and Plaintiff's claims and is likewise subject to common proof and adjudication.

62. Based on the foregoing, class treatment is the most fair and efficient form of adjudication for this matter.

63. Plaintiff has retained the undersigned counsel and has agreed to pay reasonable attorney's fees and costs. Plaintiff for herself and the putative Class is entitled to recovery of attorney's fees and costs.

**COUNT I**  
**BREACH OF CONTRACT**

64. The allegations contained in the foregoing paragraphs are incorporated by reference.

65. This count is brought by Plaintiff, individually and on behalf of the Class members.

66. Plaintiff was party to a contract, the insurance policy, with Grange as described herein. See Ex. A. All Class members were parties to an insurance contract with Grange containing materially identical terms.

67. Plaintiff and all Class members made a claim determined by Grange to be a first-party total loss under the insurance policy and determined by Grange to be a covered claim.

68. Grange, by paying the total loss claim, determined that Plaintiff and each Class member complied with the terms of their insurance contracts, and fulfilled all of their duties and conditions under the Policies for each insured to be paid on her or his total loss.

69. Pursuant to Grange's Insurance Policy, upon the total loss of insured vehicles, the Plaintiff and every Class member were owed the actual cash value of the vehicle, including the unconditional payment of sales tax and Vehicle Title and Registration Fees.

70. Grange refused to make a FTLP and thus failed to pay the vehicle's ACV.

71. Grange's failure to provide the promised coverage, including conditioning payment on the purchase of a replacement vehicle, constitutes a material breach of contract with Plaintiff and every Class member.

72. As a result of said breaches, Plaintiff and the class members are entitled to the full ACV payment, including sales tax and Vehicle Title and Registration Fees without proof of purchase of a replacement vehicle and without reducing the sales tax based on the replacement cost of a new vehicle being less than the ACV Grange paid, as well as pre-judgment and post-judgment interest and other relief as is appropriate.

**COUNT II**  
**DECLARATOR RELIEF**

73. The allegations contained in paragraphs 1-63 are incorporated by reference.

74. This count seeks declaratory relief pursuant to 28 U.S.C. §§ 2201-2202.

75. This count is brought by Plaintiff on behalf of herself and all members of the Class.

76. Plaintiff was party to a contract, the insurance policy, with Grange as described herein. See Ex. A. All Class Members were parties to an Insurance Policy contract with Grange containing materially identical terms.

77. Plaintiff seeks a declaratory judgment that an insured is entitled to sales tax and Vehicle Title and Registration Fees in a FTLP to pay a vehicle's ACV in the event of a total loss under the insurance policies that govern Plaintiff's and the Class members' contractual relationships with Grange.

78. Plaintiff contends Grange is unconditionally required to pay sales tax and Vehicle Title and Registration Fees to pay a vehicle's ACV in the event of a total loss under the insurance policies that govern Plaintiff and the Class members' relationships with Grange.

79. Grange disagrees with Plaintiff's interpretation of the insurance policy as evidenced by its practice of failing to pay sales tax and Vehicle Title and Registration Fees to pay a vehicle's ACV in the event of a total loss.

80. Because of Grange's claim to the contrary, Plaintiff is in doubt as to her rights under the insurance policy.

81. The above allegations present ascertained or ascertainable facts of a present controversy between Plaintiff and Grange as to entitlement to the sales tax and Vehicle Title and Registration Fees.

82. The above allegations reflect that Plaintiff has presented a justiciable question as to the existence of her right to the sales tax and Vehicle Title and Registration Fees.

83. All antagonistic and adverse interests, namely Plaintiff and Grange and the Class when certified, are before this Court by the filing of this count.

84. Pursuant to 28 U.S.C. § 2201, Plaintiff and the Class are entitled to a declaration of the right to the sales tax and Vehicle Title and Registration Fees to resolve her doubt about her rights under the insurance policy considering Grange's position otherwise.

85. Upon the Court granting the declaratory relief requested herein, Plaintiff and the Class will seek supplemental relief pursuant to 28 U.S.C. § 2202 in the form of an order directing that the sales tax and Vehicle Title and Registration Fees be paid to Plaintiff and the Class, an award of attorney's fees incurred in establishing coverage under the Insurance Policy, and prejudgment interest and post-judgment interest, as the sales tax and Vehicle Title and Registration Fees represents liquidated amounts.

**PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff individually and on behalf of those similarly situated, demands a trial by jury on all triable issues and seeks and prays for relief and judgment as follows:

- For an Order certifying this action as a Class Action on behalf of the Class described above;
- For an Order appointing undersigned counsel and their firms as counsel for the Class;
- For an award of compensatory damages in amounts owed under the Policies;
- For declaratory relief to be entered for Plaintiff and the Class that her interpretation of the Insurance Policy is correct, thereby requiring Grange to pay sales tax and Vehicle Title and Registration Fees.
- For all other damages according to proof;
- For an award of attorney's fees and expenses as appropriate pursuant to applicable law;
- For costs of suit incurred herein;
- For pre and post judgment interests on any amounts awarded;
- For other and further forms of relief as this Court deems just and proper.

TRIAL BY JURY ON ALL CLAIMS FOR RELIEF HEREBY DEMANDED.

Dated this 9th day of September 2020.

Respectfully submitted,

/s/ Jeff Ostrow

**KOPELOWITZ OSTROW, P.A.**

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on September 9, 2020, the foregoing was filed via CM/ECF, which caused a true and correct copy to be served to all counsel of record.

Respectfully submitted,

By: /s/ Jeff Ostrow

Jeff Ostrow

# Exhibit A

# Personal Auto Policy

*Ohio*



**Grange Indemnity Insurance Company**  
671 South High Street • Columbus, OH 43206-1066

*A Stock Company Wholly-Owned by  
Grange Mutual Casualty Company*

## Grange Indemnity Insurance Company -- Personal Auto

### AGREEMENT

This policy is a legal contract between **you** and **us**. In return for **your** premium payment and **your** compliance with all of the provisions of this policy, **we** agree to provide insurance subject to all the terms of this policy. The coverage provided, the limits of **our** liability and the premiums are shown on the Declarations Page of this policy. **Your** policy consists of the policy contract, **your** insurance application, the Declarations Page, and all endorsements to this policy.

### INTRODUCTION

Thank you for purchasing this Grange Personal Auto Policy. This introduction section of **your** policy identifies the important forms that make up **your** Grange Personal Auto insurance policy. **Your** Grange Personal Auto insurance policy is a legal contract between **you** and Grange Indemnity Insurance Company. **Your** policy sets forth, in detail, the rights and obligations of both **you** and Grange Indemnity Insurance Company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY. THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, APPLICATION AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY.** **Your** policy consists of the following forms:

**Declarations Page** - This is the form which shows **your** coverages, limits of liability, premium charges, risk characteristics, and any endorsements that modify **your** policy or provide **you** with additional coverages.

Policy Form/Section	Page Numbers	Form Number	Edition Date
Personal Auto Policy - Ohio			
Title Page		PPA3OH	(04-2015)
Agreement and Introduction	Introduction - 2	PPA3OH	(04-2015)
Quick Reference Guide	QRG - 1 & 2	PPA3OHI	(04-2015)
Part A - Liability Coverage	A - 1 through A - 6	PPA3OHA	(04-2015)
Part B - Medical Payments Coverage	B - 1 through B - 4	PPA3OHB	(04-2015)
Part C - Uninsured Motorists Coverage (Includes Underinsured Motorists Coverage)	C - 1 through C - 6	PPA3OHC	(04-2015)
Part D - Coverage For Damage To Your Auto	D - 1 through D - 8	PPA3OHD	(04-2015)
Part E - Duties After An Accident Or Loss	E - 1 & E - 2	PPA3OHE	(04-2015)
Part F - General Provisions	F - 1 through F - 6	PPA3OHF	(04-2015)
Definitions	Defintions - 1 through Definitions - 4	PPA3OHJ	(04-2015)

**Grange Indemnity Insurance Company -- Personal Auto**

**PERSONAL AUTO POLICY QUICK REFERENCE GUIDE**

The following Quick Reference Guide identifies the major provisions of **your** policy and the page numbers where these provisions are located in the policy form. Amendatory or optional coverage endorsements may be attached to **your** policy to modify these provisions or provide **you** with additional coverage(s).

<b>Subject</b>	<b>Beginning On Page</b>
Agreement and Introduction .....	Introduction - 2
<b>Part A - Liability Coverage</b>	
Exclusions .....	A - 2
Financial Responsibility .....	A - 5
Insuring Agreement .....	A - 1
Limit of Liability .....	A - 4
Other Insurance .....	A - 5
Out of State Coverage .....	A - 5
Supplementary Payments .....	A - 1
<b>Part B - Medical Payments Coverage</b>	
Exclusions .....	B - 1
Insuring Agreement .....	B - 1
Limit of Liability .....	B - 3
Other Insurance .....	B - 4
Our Payment Options .....	B - 4
<b>Part C - Uninsured Motorists Coverage (Includes Underinsured Motorists Coverage)</b>	
Additional Duty After an Accident or Loss .....	C - 4
Deciding Fault and Amount .....	C - 4
Excluded Motor Vehicles .....	C - 2
Exclusions .....	C - 2
Insuring Agreement .....	C - 1
Limit of Liability .....	C - 3
Other Insurance .....	C - 4
Our Payment Options .....	C - 5
Prejudgment Interest.....	C - 4
<b>Part D - Coverage For Damage To Your Auto</b>	
Additional Personal Auto Coverages .....	D - 7
Transportation Expenses .....	D - 7
Appraisal .....	D - 6
Exclusions .....	D - 2
Insuring Agreement .....	D - 1
Limit of Liability .....	D - 4
Loss Payable Clause .....	D - 6
No Benefit to Bailee .....	D - 6
Other Sources of Recovery .....	D - 6
Our Payment Options .....	D - 5

**Grange Indemnity Insurance Company -- Personal Auto**

<b>Subject</b>	<b>Beginning On Page</b>
Part E - Duties After An Accident Or Loss .....	E - 1
Part F - General Policy Provisions	
Assignment/Transfer of Your Interest in This Policy .....	F - 1
Bankruptcy .....	F - 1
Cancellation, Non-Renewal or Termination of Policy .....	F - 1
Changes .....	F - 2
Conformity to State Law .....	F - 3
Death .....	F - 3
Fees .....	F - 3
Joint Obligations .....	F - 3
Known Loss .....	F - 3
Legal Action or Suit Against Us .....	F - 3
Misrepresentations, Warranties and Fraud .....	F - 3
Our Right to Recover Payment .....	F - 4
Our Right to Use Other Resources .....	F - 6
Payment of Premium .....	F - 5
Policy Period .....	F - 5
Punitive or Exemplary Damages Exclusion .....	F - 5
Territory .....	F - 5
Two or More Auto Policies .....	F - 6
Interpretation .....	F - 6
Definitions .....	Definitions - 1, 2 & 3

## Grange Indemnity Insurance Company -- Personal Auto

**PART A - LIABILITY COVERAGE****Insuring Agreement**

A. Part A - Liability Coverage is provided where a premium is shown on the Declarations Page for the vehicle and coverage. Subject to the Limits of Liability shown on the Declarations Page for Bodily Injury or Property Damage of Part A - Liability Coverage, if **you** pay the premium when due, **we** will pay compensatory damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. Damages include any prejudgment interest awarded against the **insured**. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. Upon issuance of a reservation of rights letter to any party, **we** reserve the right to recover from that party to whom **we** have provided a defense, any defense costs incurred by **us** should a court of competent jurisdiction conclude that **we** had no duty to provide a defense to that party. The reservation of rights letter will give notice of the coverage issues and **our** right to recover defense costs. Recoverable defense costs include only those attorney fees and costs associated with the defense of the party to whom the reservation of rights letter was issued. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgment or settlements. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

B. 1. "Insured" as used in this Part A - Liability Coverage means:

- a. **You**, a **family member**, or a driver listed on the Rating Information Page for the ownership, maintenance or use of any auto or **trailer**. However, a person in this paragraph **B.1.a.** is not an **insured** if excluded from coverage under this policy by a driver exclusion endorsement as shown on the Declarations Page.
- b. Any person, other than a person defined in **B.1.a.** of this definition, who is using **your covered auto** or a **trailer** covered under this Part A - Liability Coverage, and is not insured for vehicle liability coverage by any other insurance policy, a self-insurance program, or a liability bond.

This definition, **B.1.b.**, applies only if this person is using **your covered auto** or a **trailer** covered under this Part A - Liability Coverage, within the scope of **your** consent or the consent of any **family member**, or the consent of a driver listed on the Rating Information Page.

- c. Any other person or organization but only with respect to legal responsibility for acts or omissions of a person described in **B.1.a.** or **B.1.b.** of this definition for whom coverage is afforded under this Part A - Liability Coverage.

This provision (**B.1.c.**) applies only if the person or organization does not own or hire the auto or **trailer**.

2. However, "**insured**" as used in this Part A - Liability Coverage does not include the following:

- a. The United States of America or any of its agencies.
- b. Any person with respect to **bodily injury** or **property damage** resulting from the operation of an auto by that person while acting within the scope of their office or employment as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the **bodily injury** or **property damage**.

**Supplementary Payments**

A. In addition to **our** limit of liability, at **our insured's** request, **we** will pay on behalf of an **insured**:

1. Up to \$500 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy. **We** are not required to apply for or furnish these bonds.
2. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend, provided such bonds shall not exceed **our**

## Grange Indemnity Insurance Company -- Personal Auto

limit of liability. **We** are not required to apply for or furnish these bonds.

3. Interest accruing after a judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage.
4. All reasonable expenses incurred by the **insured** at **our** request to assist **us** in the investigation or defense of a lawsuit, including actual loss of earnings up to \$200 a day because of time off from work for attendance at hearings or trials.

### Exclusions

#### A. **We** do not provide any coverage under this Part A - Liability Coverage for any **insured**:

1. Who intentionally causes or directs another to cause the **bodily injury** or **property damage**, even if the actual injury or damage is different than that which was intended or expected.

This exclusion applies even if:

- a. Such **insured** lacks the mental capacity to control or govern his or her conduct;
- b. Such **insured** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause **bodily injury** or **property damage**; or
- c. Such **bodily injury** or **property damage** is sustained by a different person than intended or expected.

This exclusion precludes coverage for all **insureds** under the policy regardless of whether the person seeking coverage participated in any way in the intentional act.

2. For **property damage** to property owned or being transported by an **insured**.
3. For **property damage** to property:
  - a. Rented to;

- b. Used by; or
- c. In the care of;

an **insured**.

This exclusion (**A.3**) does not apply to **property damage** to a residence or private garage rented by an **insured**.

4. For **bodily injury** to an employee of an **insured** during the course of employment. This exclusion (**A. 4.**) does not apply to **bodily injury** to a domestic employee unless benefits are payable, required to be provided or available for that domestic employee under a workers' compensation or disability benefits law or any similar law.

5. For **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle or trailer while being used as a public or livery conveyance, or to carry persons for compensation or a fee.

This exclusion (**A. 5.**) does not apply to a vehicle covered under this Part A - Liability Coverage while used:

- a. In a shared-expense car pool;
- b. For charitable purposes; or
- c. For volunteer purposes.

6. For **bodily injury** or **property damage** arising out of an accident involving a vehicle while being maintained or used by an **insured** while engaged in any **auto business** operations, but this exclusion (**A. 6.**) does not apply to the ownership, maintenance or use of **your covered auto** in **auto business** operations by **you**, a **family member**, or any partner, agent or employee of **you** or a **family member**.

7. Maintaining or using any vehicle while an **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in exclusion **A. 6.** This exclusion (**A. 7.**) does not apply to the maintenance or use of a:

- a. Private passenger auto;

**Grange Indemnity Insurance Company -- Personal Auto**

- b. Pickup or van; or
  - c. **Trailer** used with a vehicle described in 7.a. or 7.b.
8. a. For **bodily injury** or **property damage** for which an **insured**:
- (1) Is an **insured** under a nuclear energy liability policy; or
  - (2) Would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- b. A nuclear energy liability policy is a policy issued by any of the following or their successors:
- (1) Nuclear Energy Liability Insurance Association;
  - (2) Mutual Atomic Energy Liability Underwriters; or
  - (3) Nuclear Insurance Association of Canada.
9. For **bodily injury** or **property damage** caused by **your covered auto** when it is driven, operated or used with **your** permission by a person other than a **family member** whom **you** know:
- a. Is under the minimum age to obtain a driver's license;
  - b. Does not have a valid driver's license;
  - c. Has a suspended driver's license;
  - d. Has a revoked driver's license; or
  - e. Has a restricted driver's license and is operating a vehicle beyond the scope of such restriction.
- This exclusion (A. 9.) does not apply when it is not required for a person to obtain a driver's license to operate **your covered auto**. For purposes of this exclusion, a driver's license includes a temporary learner's permit.
10. For **bodily injury** or **property damage** caused by, or reasonably expected to result from, a criminal act or omission of an **insured**. This exclusion (A.10.) applies regardless of whether that **insured** is actually charged with, or convicted of, a crime. For the purposes of this exclusion (A.10.), criminal acts or omissions do not include traffic violations.
11. For any liability assumed under any contract or agreement by **you** or a **family member**.
12. For **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle while rented, leased, loaned or given in exchange for any compensation to others by an **insured**.
13. For **bodily injury** or **property damage** arising from or as a consequence of fungus, mold, mildew or spores, regardless of the factors causing or contributing to its growth.
14. For **bodily injury** or **property damage** which arises out of a sexually transmitted disease by an **insured**.
15. For **bodily injury** or **property damage** arising out of the involvement of an **insured** in sexual molestation or any sexual activity, corporal punishment, physical or mental abuse, harassment, including sexual harassment, emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury whether actual, alleged or threatened.
16. For **bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.
17. For **bodily injury** or **property damage** arising from loss to any non-owned auto due to destruction or confiscation by governmental or civil authorities because **you** or any **family member**:

## Grange Indemnity Insurance Company -- Personal Auto

- a. Engaged in illegal activities; or
  - b. Failed to comply with Environmental Protection Agency or Department of Transportation standards.
18. For **bodily injury** or **property damage** arising out of the use of any vehicle while used in connection with a transportation networking company, a personal vehicle sharing program or other similar program that engages in the business of facilitating the sharing of private passenger motor vehicles.
19. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (A.19.) does not apply to a **family member** using **your covered auto** which is owned by **you**.
20. For punitive or exemplary damages, or any associated legal fees, interest or costs.
- B. We** do not provide any coverage under this Part A - Liability Coverage for the ownership, maintenance, or use of:
1. Any vehicle having fewer than four wheels or designed mainly for use off public roads. However, this exclusion (B.1.) does not apply to any **insured** using:
    - a. Any trailer; or
    - b. Any non-owned golf cart.
  2. Any vehicle, other than **your covered auto**, which is:
    - a. Owned by **you**; or
    - b. Furnished or available for **your** regular use.
  3. a. Any vehicle, other than **your covered auto**, which is:
    - (1) Owned by any **family member**; or
    - (2) Furnished or available for the regular use of any **family member**.
- b. However, this exclusion (B.3) does not apply to **you** while **you** are maintaining or **occupying** any vehicle which is:
    - (1) Owned by a **family member**; or
    - (2) Furnished or available for the regular use of a **family member**.
  4. Any vehicle, for the purpose of:
    - a. Participating in; or
    - b. Practicing or preparing for;  
Any prearranged, organized, or spontaneous race, speed, hill climb, demolition or stunting activity.
  5. Any vehicle on any vehicle track or in any facility designed for racing.
  6. Any vehicle, other than **your covered auto**, for which it is required that an operator obtain a special license, other than the standard driver's license issued to operate **your covered auto**, in order to legally operate the vehicle. This exclusion applies regardless if the operator has actually obtained or possesses such license.

### Limit of Liability

- A.** The limit of liability shown on the Declarations Page for "each person" for Bodily Injury Liability is **our** maximum limit of liability for all damages due to a **bodily injury**, including damages for care, loss of services, loss of consortium, loss of companionship or death, arising out of **bodily injury** sustained by any one person in any one auto accident. Subject to this limit for "each person", the limit of liability shown on the Declarations Page for "each accident" for Bodily Injury Liability is **our** maximum limit of liability under this coverage for all damages for **bodily injury** resulting from any one accident. The limit of liability shown on the Declarations Page for "each accident" for Property Damage Liability is **our** maximum limit of liability under this coverage for all **property damage** resulting from any one auto accident.

These limits are the most **we** will pay regardless of the number of:

### Grange Indemnity Insurance Company -- Personal Auto

- 1. **Insureds;**
- 2. Claimants or injured persons;
- 3. Claims made;
- 4. Vehicles or premiums shown on the Declarations Page; or
- 5. Vehicles involved in the auto accident.

A vehicle and attached **trailer** are considered as one vehicle.

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

#### Out of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, **we** will interpret the **bodily injury** liability and **property damage** liability coverage of **your** policy for that accident as follows:

- A. If the state or province has:
  - 1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the Part A - Liability Coverage limits shown on the Declarations Page, **your** policy will provide the higher specified limit.
  - 2. A compulsory **bodily injury** liability or **property damage** liability insurance or similar law requiring a nonresident to maintain liability insurance whenever the nonresident uses a vehicle in that state or province, **your** policy will provide at least the required minimum amounts of **bodily injury** and **property damage** liability coverage.

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

#### Financial Responsibility

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. The **insured** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

#### Other Insurance

If there is other applicable liability insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

Any insurance **we** provide under this policy for a vehicle that is not a **your covered auto** shall be excess over any other collectible bond, collectible liability insurance, or self insurance. Any insurance **we** provide under this policy for **your covered auto** for any person other than **you** or a **family member** shall be excess over any other collectible bond, collectible liability insurance, or self insurance.

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Grange Indemnity Insurance Company -- Personal Auto

**PART B - MEDICAL PAYMENTS COVERAGE**

**Insuring Agreement**

A. Part B - Medical Payments Coverage is provided where a premium is shown on the Declarations Page for the vehicle and coverage. Subject to the Limits of Liability shown on the Declarations Page for Part B - Medical Payments Coverage, if **you** pay the premium when due, **we** will pay **reasonable** expenses incurred by the **insured** for **necessary** medical and funeral services because of **bodily injury**:

1. Caused by an auto accident; and
2. Sustained by an **insured**.

**We** will pay only those expenses incurred within 3 years from the date of the accident. The **bodily injury** must be discovered and treatment must begin within one year of the date of the accident.

B. **We** have the right to utilize outside sources, vendors, experts, consultants and software tools of **our** choosing to review the medical expense invoices and medical treatment records to assist **us** in determining, among other things, if the expenses and treatment are **reasonable** and **necessary**.

C. "**Insured**", as used in this Part B - Medical Payments Coverage, means:

1. **You** or any **family member**:
  - a. While **occupying** a motor vehicle designed for use on public roads or a trailer of any type; or
  - b. When struck by a motor vehicle designed for use on public roads or a trailer of any type, while not **occupying** a self-propelled motorized vehicle.
2. Any other person while **occupying your covered auto**.

D. "**Necessary**" as used in this Part B - Medical Payments Coverage means: Services that are rendered by a medical provider within the legally authorized scope of the provider's practice and are recognized within that practice as being appropriate treatment in achieving maximum

medical improvement for the **bodily injury** sustained in the accident.

E. "**Reasonable**" as used in this Part B - Medical Payments Coverage means: Expenses that are consistent with the usual charges of the majority of similar medical providers in the geographic area in which the expenses were incurred for the specific medical service.

**Exclusions**

A. **We** do not provide any coverage under this Part B - Medical Payments Coverage for any **insured** for **bodily injury**:

1. Sustained while **occupying** any vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** while being used as a public or livery conveyance, or to carry persons for compensation or a fee.

This exclusion (A. 2.) does not apply to **your covered auto** under this Part B - Medical Payments Coverage while used:

- a. In a shared-expense car pool;
- b. For charitable purposes; or
- c. For volunteer purposes.

3. Sustained while **occupying** any vehicle while located for use as a residence or premises.
4. Occurring during the course of employment if benefits are payable, required to be provided or available for the **bodily injury** under a workers' compensation or disability benefits law or any similar law.
5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
  - a. Owned by **you**; or
  - b. Furnished or available for **your** regular use.

**Grange Indemnity Insurance Company -- Personal Auto**

6. Sustained while **occupying**, or when struck by, any vehicle other than **your covered auto** which is:
  - a. Owned by any **family member**; or
  - b. Furnished or available for the regular use of any **family member**.However, this exclusion (A.6.) does not apply to **you**.
7. Sustained while **occupying** a vehicle other than **your covered auto** without the express or implied permission of the owner, or if the use exceeds the scope of that permission.
8. Sustained by someone other than **you** or a **family member** while **occupying your covered auto** without express or implied permission from **you** or a **family member**, or if the use exceeds the scope of that permission.
9. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This exclusion (A.9.) does not apply to **bodily injury** sustained while **occupying** a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. Trailer used with a vehicle described in 9.a. or 9.b. above.
10. Caused by or as a consequence of:
  - a. Discharge of a nuclear device (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection;
  - e. Rebellion, terrorism or revolution; or
  - f. Pathogenic or poisonous biological material.
11. From or as a consequence of the following, whether controlled or uncontrolled, or however caused:
  - a. Nuclear reaction;
  - b. Radiation;
  - c. Radioactive contamination;
  - d. Pathogenic or poisonous biological material; or
  - e. Any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose.
12. From or as a consequence of fungus, mold, mildew or spores, regardless of the factors causing or contributing to its growth.
13. Sustained while **occupying** any vehicle, for the purpose of:
  - a. Participating in; or
  - b. Practicing or preparing for;Any prearranged, organized, or spontaneous race, speed, hill climb, demolition or stunting activity.
14. Sustained while **occupying** any vehicle being operated on a driving track in a facility designed for racing vehicles.
15. Caused by, or reasonably expected to result from, a criminal act or omission of an **insured**. This exclusion (A. 15.) applies regardless of whether that **insured** is actually charged with, or convicted of, a crime. For the purposes of this exclusion (A. 15.), criminal acts or omissions do not include traffic violations.
16. Sustained out of the ownership, maintenance or use of any vehicle while rented, leased, loaned or given in exchange for any compensation to others by an **insured**.
17. Intentionally caused by an **insured**, or at the direction of an **insured**, even if the actual

**Grange Indemnity Insurance Company -- Personal Auto**

injury or damage is different than that which was intended or expected.

person following the lawful orders of a licensed health care professional.

This exclusion applies even if:

- a. Such **insured** lacks the mental capacity to control or govern his or her conduct;
- b. Such **insured** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause **bodily injury**; or
- c. Such **bodily injury** is sustained by a different person than intended or expected.

- 22. Sustained while **occupying** or using a motorcycle or recreational motor vehicle. Recreational motor vehicle means any land motor vehicle designed for recreational use off public roads.
- 23. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (**A. 23.**) does not apply to a **family member** using **your covered auto** which is owned by **you**.
- 24. For which the United States Government is liable under the Federal Tort Claims Act;
- 25. Sustained while **occupying your covered auto** while being used in connection with a transportation networking company, a personal vehicle sharing program or other similar program that engages in the business of facilitating the sharing of private passenger motor vehicles.

This exclusion precludes coverage for all **insureds** under the policy regardless of whether the person seeking coverage participated in any way in the intentional act.

- 18. Sustained out of an accident involving a vehicle while being maintained or used by an **insured** while engaged in any **auto business** operations, but this exclusion (**A. 18.**) does not apply to the ownership, maintenance or use of **your covered auto** in **auto business** operations by **you**, a **family member**, or any partner, agent or employee of **you** or a **family member**.
- 19. Caused by or arising from a sexually transmitted disease by an **insured**.
- 20. Caused by or arising out of the involvement of an **insured** in sexual molestation or any sexual activity, corporal punishment, physical or mental abuse, harassment, including sexual harassment, emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury whether actual, alleged or threatened.
- 21. Caused by or arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a

**Limit of Liability**

- A. The limit of liability shown on the Declarations Page for this coverage is **our** maximum limit of liability for each person injured in any one accident. This is the most **we** will pay regardless of the number of:
  - 1. **Insureds**;
  - 2. Claims made;
  - 3. Vehicles or premiums shown on the Declarations Page;
  - 4. Policies involved; or
  - 5. Vehicles involved in the accident.

THIS MEANS THAT NO STACKING OR AGGREGATION OF AUTOMOBILE MEDICAL PAYMENTS WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

- B. **We** will pay under Part B - Medical Payments Coverage, the lesser of:

## Grange Indemnity Insurance Company -- Personal Auto

1. **Reasonable** expenses incurred by the **insured** for **necessary** medical and funeral services because of **bodily injury**; or
  2. Any negotiated reduced rate accepted by a medical provider.
- C. **We** do not owe payment to the **insured** or medical provider for any balance bill received by the **insured** if the medical provider has agreed to reduce the charge for services after a review by **us**.
- D. **We** will not pay for the same medical expense under more than one coverage. If an **insured** is entitled to recover for medical expenses under Part B - Medical Payments coverage, **we** will pay for those expenses under that coverage. **We** will not pay for those same expenses under Part A - Liability or Part C - Uninsured Motorists if an **insured** is entitled to recover these expenses under this Part B - Medical Payments coverage.
- E. In no event will an **insured** be entitled to receive duplicate payments for the same element of loss.
- F. If the limit of liability shown on the Declarations Page for Part B - Medical Payments Coverage is more than \$10,000, the most **we** will pay for any funeral services or expense is \$10,000 for each person.

If there is other applicable auto medical payments insurance **we** will pay only **our** share of the expenses incurred by the **insured** for medical and funeral services. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own, including any vehicle used as a temporary substitute for **your covered auto**, shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

### Our Payment Options

**We** may, at **our** option, make payment to one or more of the following:

1. The **insured**;
2. The **insured's** surviving spouse or the deceased person's estate;
3. A parent or guardian of the **insured**, if the **insured** is a minor or an incompetent person;
4. A person authorized by law to receive such payment; or
5. Any person or organization that provides the medical services or funeral services.

### Other Insurance

Grange Indemnity Insurance Company -- Personal Auto

**PART C - UNINSURED MOTORISTS  
COVERAGE (Includes Underinsured Motorists  
Coverage)**

**Insuring Agreement**

A. 1. We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of:

a. **Bodily injury** suffered by the **insured** and caused by an accident. If the **bodily injury** is alleged to be caused by a hit and run vehicle, independent corroborative evidence must exist to prove that the **bodily injury**, sickness, disease or death of the **insured** was proximately caused by the negligence or intentional actions of the unidentified operator of the motor vehicle. The testimony of any **insured** seeking recovery from **us** shall not constitute independent corroborative evidence, unless the testimony is supported by additional evidence; and

b. **Property damage** caused by an accident if the Declarations Page indicates that both Bodily Injury and Property Damage Uninsured Motorists Coverages apply. However, when both Bodily Injury and Property Damage Uninsured Motorists Coverage is afforded, only items 1, 3, 4, and 5 of the definition of **uninsured motor vehicle** will apply to **property damage**.

Coverage does not apply to **property damage** intentionally caused by an **insured** or at the direction of an **insured**.

2. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the **uninsured motor vehicle**. We will pay under this coverage only if a. or b. below applies:

a. The limits of liability under any and all **bodily injury** liability bonds or policies applicable to the underinsured motor vehicle have been exhausted by payment, with **our** consent, of judgments or settlements; or

b. A tentative settlement has been made between an **insured** and the insurer, or the uninsured operator of a vehicle described in Paragraph C. of the definition of **uninsured motor vehicle** and we:

- (1) Have been given prompt written notice of such settlement; and
- (2) Advance payment to the **insured** in an amount equal to the tentative settlement within 90 days after receipt of notification.

We will not be bound by any judgment for damages in a suit brought by you, unless we agree in writing to be bound by the judgment.

Damages payable under this coverage are compensatory damages; they do not include punitive or exemplary damages or any associated legal fees, interest or costs.

B. "**Insured**" as used in this Part C - Uninsured Motorists Coverage means:

- 1. **You** or any **family member**.
- 2. Any other person, other than a person defined in B.1. of this definition, while **occupying your covered auto** with a reasonable belief that that person is entitled to do so, if that person is not insured for Uninsured Motorists Coverage or Underinsured Motorists under another policy.

C. "**Uninsured Motor Vehicle**" means a land motor vehicle or **trailer** of any type:

- 1. To which no bodily injury liability bond or policy applies at the time of the accident.
- 2. Which is a hit and run vehicle whose operator or owner cannot be identified causing injury to an **insured**.
- 3. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

**Grange Indemnity Insurance Company -- Personal Auto**

- 4. When the owner or operator of the vehicle has diplomatic immunity.
- 5. When the owner or operator of the vehicle has immunity under Chapter 2744 of the Revised Code.
- 6. Which is an **underinsured motor vehicle**. An **underinsured motor vehicle** means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the limits of coverage available for bodily injury liability is less than the limit of liability for this coverage. An **underinsured motor vehicle** does not include a land motor vehicle:
  - a. Insured under the liability coverage of this policy; or
  - b. Furnished for the regular use of **you, your** spouse, or any **family member**.

Underinsured Motorists Coverage is not and shall not be excess coverage to other applicable liability coverages, and shall only provide the **insured** an amount of protection not greater than that which would be available under the **insured's** Uninsured Motorist Coverage if the person or persons liable to the **insured** were uninsured at the time of the accident. The policy limits of the Underinsured Motorists Coverage shall be reduced by those amounts available for payment under all applicable bodily injury liability bonds and insurance policies covering persons liable to the **insured**.

- D. "**Property damage**" means damage or destruction of any automobile or motor vehicle specifically identified in the policy, and is provided for the protection of those persons insured under the policy who are legally entitled to recover for the damage or destruction of any automobile or motor vehicle specifically identified in the policy from the owner or operator of an **uninsured motor vehicle** if that uninsured owner or operator has been specifically identified.

**We** will not pay for **property damage** unless there is actual physical contact between a vehicle and **your covered auto**.

**Excluded Motor Vehicles**

- A. However, **uninsured motor vehicle** does not include any vehicle or equipment:
  - 1. Owned by or furnished or available for the regular use of **you** or any **family member**.
  - 2. That is a trolley, streetcar, trailer, railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails, or any similar vehicle;
  - 3. That is self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered; or
  - 4. Owned or operated by a governmental unit or agency.

**Exclusions**

- A. **We** do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any person:
  - 1. While **occupying** or when struck by, any motor vehicle owned by, furnished to or available for the regular use of **you** or any **family member** which is not insured for this coverage under this policy. This includes a **trailer** of any type used with that vehicle.
  - 2. If that person or the legal representative settles the **bodily injury** claim without **our** consent.
  - 3. Using a vehicle without a reasonable belief that that person is entitled to do so, provided that under no circumstances will an **insured** whose license has been suspended, revoked, or never issued, be held to have a reasonable belief that the **insured** is entitled to operate a motor vehicle.
  - 4. When the **bodily injury** or death is caused by a motor vehicle operated by any person who is specifically excluded from coverage for Bodily Injury Liability in this policy.
  - 5. While any employee, officer, director, partner, trustee, member, executor, administrator, or beneficiary of the named insured, or any

**Grange Indemnity Insurance Company -- Personal Auto**

relative of any such person, is operating or **occupying** a motor vehicle, unless the employee, officer, director, partner, trustee, member, executor, administrator, beneficiary, or relative is operating or **occupying** a motor vehicle for which Uninsured Motorists Coverage, Underinsured Motorist Coverage, or both Uninsured and Underinsured Motorists Coverages are provided in this policy.

- 6. When the person actually suffering the **bodily injury**, sickness, disease, or death is not an **insured** under the policy.
- 7. When **bodily injury** is intentionally caused by an **insured** or at the direction of an **insured**, even if the actual injury is different than that which was intended or expected.

This exclusion applies even if:

- a. Such **insured** lacks the mental capacity to control or govern his or her conduct;
- b. Such **insured** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause **bodily injury**; or
- c. Such **bodily injury** is sustained by a different person than intended or expected.

This exclusion precludes coverage for all **insureds** under the policy regardless of whether the person seeking coverage participated in any way in the intentional act.

- 8. If the **bodily injury** is excluded under either Part A - Liability Coverage or Part B - Medical Payments Coverage of this policy.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.

**Limit Of Liability**

A. The limit of liability shown on the Declarations Page under Uninsured Motorists Coverage for

"each person" is **our** maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one auto accident. Subject to this limit for "each person", the limit of Bodily Injury Liability shown on the Declarations Page for "each accident" for Uninsured Motorists Coverage is **our** maximum limit of liability for all damages for **bodily injury** sustained by two or more persons resulting from any one accident. This is the most **we** will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made;
- 3. Vehicles or premiums shown on the Declarations Page;
- 4. Policies involved; or
- 5. Vehicles involved in the accident.

B. The limit of liability shall be reduced by all sums paid or payable because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A - Liability Coverage.

C. **Our** limit of liability for Uninsured Motorists Coverage for **property damage** will be the lesser of the:

- 1. Actual cash value of the damaged vehicle;
- 2. Amount necessary to repair or replace the property; or
- 3. Limit of coverage under Uninsured Motorists Property Damage Liability Coverage shown on the Declarations Page.

D. Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A - Liability Coverage of this policy.

E. Any amount payable under **property damage** coverage shall be reduced by the amount of the Uninsured Motorists Property Damage deductible shown on the Declarations Page.

F. If an **insured** is entitled to recover or has recovered for medical expenses under Part B -

## Grange Indemnity Insurance Company -- Personal Auto

Medical Payments Coverage, **we** will not pay for those same expenses under Part C - Uninsured Motorists Coverage.

owner(s) or driver(s) are unknown, against **us**; and

### Other Insurance

A. If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part C – Uninsured Motorists Coverage of the policy:

2. Upon filing, immediately give **us** copies of the summons and complaints filed by the **insured** in that action; and
3. Secure a judgment in that action. The judgment must be the final result of an actual trial and an appeal, if an appeal is taken.

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.

If the **insured** files suit against the owner(s) or driver(s) of the **uninsured motor vehicle**, **we** have the right to defend on the issues of the legal liability of and the damages owed by such owner(s) or driver(s).

2. Any insurance **we** provide with respect to a vehicle **you** do not own, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any collectible insurance providing such coverage on a primary basis.

**We** are not bound by any judgment against any person or organization obtained without **our** written consent.

3. If the coverage under this policy is provided:

Any suit against **us** must be commenced within 3 years (**THREE YEARS**) after the date of the accident causing the **bodily injury**, sickness or disease, or death, or within one year after the liability insurer for the owner or operator of the motor vehicle liable to the **insured** has become the subject of insolvency proceedings in any state, whichever is later. However, any suit against **us** will be barred if the **insured** has prejudiced **our** right of subrogation.

a. On a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

### Additional Duty After An Accident Or Loss

b. On an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

A person seeking Uninsured Motorists Coverage must also promptly notify **us** in writing of a tentative settlement between the **insured** and the insurer of a vehicle described in Paragraph **C.** of the definition of **uninsured motor vehicle**, and allow **us** 90 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such **uninsured motor vehicle**.

### Deciding Fault And Amount

### Prejudgment Interest

If **we** and the **insured** person do not agree whether the **insured** person is legally entitled to recover from the **uninsured motor vehicle**, or the amount of damages the **insured** person is legally entitled to recover, then the **insured** person shall:

Should contractual prejudgment interest be awarded by any judicial tribunal on the amount due and payable under this policy pursuant to Ohio Revised Code Section 1343.03(A), such interest shall be calculated pursuant to Ohio Revised Code Section 5703.47. Should either of the Revised Code sections referred to in this paragraph be amended, superseded or renumbered, **we** will be bound by the version of that

1. File a timely lawsuit in the proper court against the owner(s) or driver(s) of all **uninsured motor vehicle(s)** who are liable or potentially are liable for the loss and **us**, or if such

**Grange Indemnity Insurance Company -- Personal Auto**

statute in effect on the date that the prejudgment interest is awarded.

**Our Payment Options**

**A. Uninsured and Underinsured Motorists Bodily Injury Coverage**

**We** may, at **our** option, make payment to one or more of the following:

1. The **insured**;
2. The **insured's** surviving spouse;
3. A parent or guardian of the **insured**, if the **insured** is a minor or an incompetent person;  
or
4. A person authorized by law to receive such payment.

**B. Uninsured Motorists Property Damage Coverage**

**We** may, at **our** option, make payment to one or more of the following:

1. **You**;
2. The repairer;
3. A creditor shown on the Declarations Page, to the extent of its interest; or
4. Any person or organization authorized by law to receive such payment.

**Grange Indemnity Insurance Company -- Personal Auto**

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Grange Indemnity Insurance Company -- Personal Auto

**PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**

**Insuring Agreement**

- A. 1. Subject to the limit of liability, if **you** pay the premium when due, **we** will pay for sudden, direct and accidental loss to **your covered auto** or any **non-owned auto**, including their **permanently installed** equipment, reduced by the applicable deductible shown on the Declarations Page. **We** will pay for loss to **your covered auto** caused by:
  - a. Other than **collision** if the Declarations Page indicates that Other Than Collision coverage is provided for that auto.
  - b. **Collision** if the Declarations Page indicates that Collision coverage is provided for that auto.
- 2. If there is a loss to a **non-owned auto**, **we** will provide the broadest coverage applicable to any of **your covered autos** shown on the Declarations Page.
- B. "**Collision**" means the upset of **your covered auto** or a **non-owned auto** or their impact with another vehicle or object.

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

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

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

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

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

**Non-owned auto** does not include any vehicle which requires an operator to obtain a special license, other than the standard driver's license issued to operate **your covered auto**, in order to legally operate the vehicle. This applies regardless if the operator has actually obtained or possesses such license.

D. "**Permanently installed**" means installed using bolts, brackets or welding. A device attached only by wires, Velcro, tape or other similar methods is not considered **permanently installed**.

E. 1. "**Custom equipment**" means any type of equipment, accessories or changes other than those offered either by the manufacturer specifically for **your covered auto** or **non-owned auto**, or that are installed by the dealership as part of the original sale, that:

- a. Are **permanently installed** on **your covered auto** or **non-owned auto**; and

**Grange Indemnity Insurance Company -- Personal Auto**

b. Alter the appearance or performance of **your covered auto** or **non-owned auto**.

2. **Custom equipment** includes, but is not limited to:

- a. Any electronic equipment designed for the reproduction of sound, to receive or transmit audio, visual or data signals;
- b. Caps, bedliners, tool compartments, equipment used for snow removal, or winches;
- c. Custom murals, paintings or other similar decals or graphics;
- d. Facilities for cooking or cleaning;
- e. Height extending roofs;
- f. Custom wheels, light bars, exhaust systems or suspensions; or
- g. Special carpeting or insulation, furniture or bars.

Electronic equipment and its accessories that are necessary for the normal operation of the auto or the monitoring of the auto's operating systems and **permanently installed** in or on **your covered auto** or any **non-owned auto**, is considered part of that vehicle and not considered **custom equipment**.

**Exclusions**

**A. We will not pay for:**

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance, or to carry persons for compensation or a fee.

This exclusion (**A. 1.**) does not apply to a vehicle covered under this Part D - Coverage for Damage to Your Auto Coverage while used:

- a. In a shared-expense car pool;
- b. For charitable purposes; or

c. For volunteer purposes.

2. Damage or loss due to or resulting from:

- a. Wear and tear or deterioration;
- b. Freezing;
- c. Mechanical, electrical or electronic breakdown or failure; or
- d. Inherent vice or latent defect;
- e. Smog, rust or other corrosion; or
- f. Road damage to tires.

This exclusion (**A.2.**) does not apply if the damage results from the total theft of **your covered auto** or **non-owned auto**.

3. Loss due to or as a consequence of:

- a. Radioactive contamination;
- b. Discharge of any nuclear device (even if accidental);
- c. War (declared or undeclared);
- d. Civil war;
- e. Insurrection;
- f. Rebellion, terrorism or revolution;
- g. Pathogenic or poisonous biological material;
- h. Any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose.

4. Loss caused by fungus, mold, mildew or spores, regardless of the factors causing or contributing to its growth, including hail, water, moisture or flood damage.

**Grange Indemnity Insurance Company -- Personal Auto**

5. Loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by governmental or civil authorities because **you** or any **family member**:

- a. Engaged in illegal activities; or
- b. Failed to comply with Environmental Protection Agency or Department of Transportation standards.

This exclusion (**A. 5.**) does not apply to the interests of Loss Payees of **your covered auto**.

6. Loss to a camper body or **trailer you** own which is not shown on the Declarations Page. This exclusion (**A. 6.**) does not apply to a camper body or **trailer you**:

- a. Acquire during the policy period; and
- b. Ask **us** to insure within 30 days after **you** become the owner.

7. Loss to any **non-owned auto** or any vehicle used as a temporary substitute for a vehicle **you** own, when used by **you** or any **family member** without the express or implied permission of the owner.

8. Loss to:

- a. Awnings or cabanas; or
- b. Equipment designed to create additional living facilities.

9. Loss to any equipment or device designed or used for the detection or location of speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

10. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in **auto business** operations.

11. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in any **business** not described in exclusion **A. 10.** This exclusion (**A. 11.**) does not apply to the maintenance or use by **you** or any **family member** of a **non-owned auto** which is a private passenger auto or **trailer**.

12. Loss to **your covered auto** or any **non-owned auto** that occurs while:

- a. Participating in; or
- b. Practicing or preparing for;

Any prearranged, organized, or spontaneous race, speed, hill climb, demolition or stunting activity.

13. Loss to **your covered auto** or any **non-owned auto** that occurs while being operated on a driving track in a facility designed for racing vehicles.

14. Loss to **your covered auto** or any **non-owned auto** caused by, or reasonably expected to result from, an intentional act by, or at the direction of:

- a. **You**;
- b. A **family member**;
- c. The owner of the vehicle;
- d. A driver listed on the Rating Information Page;
- e. A resident of **your** household using a vehicle with **your** permission; or
- f. A driver using a vehicle with the permission of **you**, a **family member**, the owner of the vehicle, a driver listed on the Rating Information Page, or a resident of **your** household.

15. Loss to **your covered auto** or **non-owned auto** when it is driven, operated or used with **your** permission by a person other than a **family member** whom **you** know:

**Grange Indemnity Insurance Company -- Personal Auto**

- a. Is under the minimum age to obtain a driver's license;
- b. Does not have a valid driver's license;
- c. Has a suspended driver's license;
- d. Has a revoked driver's license; or
- e. Has a restricted driver's license and is operating a vehicle beyond the scope of such restriction.

This exclusion (**A.15.**) does not apply when it is not required for a person to obtain a driver's license to operate **your covered auto** or **non-owned auto**. For purposes of this exclusion, a driver's license includes a temporary learner's permit.

- 16. Loss to any equipment designed for racing, which is installed in or upon **your covered auto** or **non-owned auto**. This includes, but is not limited to, nitrous oxide systems, roll cages, or air intake modifications.
- 17. Loss to hoists, air compressors, generators, or any other similar devices.
- 18. Loss to **your covered auto** or **non-owned auto** while used off public roads for 4-wheeling purposes.
- 19. Loss to **your covered auto**, **non-owned auto** or **trailer** while rented, leased, loaned, or given in exchange for any compensation to others by:
  - a. **You**;
  - b. A **family member**;
  - c. The owner of the vehicle;
  - d. A driver listed on the Rating Information Page;
  - e. A resident of **your** household using a vehicle with **your** permission; or

- f. A driver using a vehicle with the permission of **you**, a **family member**, the owner of the vehicle, a driver listed on the Rating Information Page, or a resident of **your** household.

20. Loss to **your covered auto** or a **non-owned auto** caused by, or reasonably expected to result from, a criminal act of:

- a. **You**;
- b. A **family member**;
- c. The owner of the vehicle;
- d. A driver listed on the Rating Information Page;
- e. A resident of **your** household using a vehicle with **your** permission; or
- f. A driver using a vehicle with the permission of **you**, a **family member**, the owner of the vehicle, a driver listed on the Rating Information Page, or a resident of **your** household.

This exclusion applies regardless of whether that person is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts do not include traffic violations.

21. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used in connection with a transportation networking company, a personal vehicle sharing program or other similar program that engages in the business of facilitating the sharing of private passenger motor vehicles.

**Limit of Liability**

- A. **Our** limit of liability for loss will be the lesser of the:
  - 1. Actual cash value of the stolen or damaged property, reduced by the salvage value if **you** or the owner retain the salvage;

**Grange Indemnity Insurance Company -- Personal Auto**

- 2. Amount necessary to repair or replace the property using parts from the vehicle's manufacturers or parts from other manufacturers; or
- 3. If loss is to **custom equipment**, the greater of:
  - a. The limit applicable to that **custom equipment**; or
  - b. The cost of the original manufacturer's equipment, or equipment that is like kind and quality but not **custom equipment**,

reduced by any applicable deductible.

The most **we** will pay for loss to **custom equipment** is \$1,000 unless **you** purchased additional Custom Equipment Coverage and it is shown on the Declarations Page. If **you** purchased additional Custom Equipment Coverage, the most **we** will pay is the amount listed on the Declarations Page.

Custom Equipment Coverage applies only if either Other Than Collision Coverage or Collision Coverage has been purchased for **your covered auto** and the loss is covered under the purchased coverage.

**You** are required to maintain and upon demand from **us**, promptly present proof of ownership for any **custom equipment** to which this coverage applies. Proof of **custom equipment** ownership includes, but is not limited to, receipts, or pictures.

The most **we** will pay for loss to any **non-owned auto** that is a **trailer** is \$1,500.

- B. An adjustment for depreciation and physical condition will be made in determining the actual cash value of **your covered auto** or **non-owned auto** at the time of loss.
- C. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the increase in value.

- D. No deductible applies to a loss to automobile safety glass, if the glass is repaired and not replaced. If the repair fails, the glass will be replaced, however, the Other Than Collision deductible will apply.
- E. Any amount paid or payable to a person under Part D - Coverage for Damage to **Your Auto** for **property damage** to an auto shall be reduced by any amount paid for that **property damage** under Part C - Uninsured Motorists or Underinsured Motorists Coverage.
- F. Duplicate recovery for the same elements of damage is not permitted.
- G. This policy does not cover a claim for any actual or perceived diminished market value of **your covered auto** or **non-owned auto**.

**Our Payment Options**

- A. **We** may, at **our** option pay to repair or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to:
  - 1. **You**; or
  - 2. The address shown in this policy.
- B. If **we** return stolen property **we** will pay for any damage resulting from the theft. **We** may keep all or part of the property at an agreed or appraised value.

**C. Other Than Collision and Collision Coverage**

- 1. **We** may, at **our** option, make payment to one or more of the following for loss to **your covered auto**:
  - a. **You**;
  - b. The owner of such vehicle;
  - c. The repairer; or
  - d. A creditor shown on the Declarations Page, to the extent of its interest.
- 2. **We** may, at **our** option, make payment to one or more of the following for loss to a **non-owned**:

**Grange Indemnity Insurance Company -- Personal Auto**

- a. **You**;
  - b. The owner of such vehicle;
  - c. The repairer; or
  - d. A creditor, to the extent of its interest.
- c. Other source of recovery applicable to the loss.

**D. Towing and Labor Costs Coverage, Rental Reimbursement and Transportation Expenses Coverage**

1. **We** may, at **our** option, make payment to one or more of the following:
  - a. **You**;
  - b. The **family member** who incurred the expense; or
  - c. Any party that provided the service for which payment is owed.

**No Benefit To Bailee**

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

**Other Sources of Recovery**

- A. If other sources of recovery also cover the loss, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide:
  1. For **your covered auto** shall be excess to that of a person engaged in an **auto business** if the loss occurs while the vehicle is in that person's control or the control of that person's employee or agent.
  2. With respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:
    - a. Coverage provided by the owner of the **non-owned auto**;
    - b. Other applicable physical damage insurance; or

**Appraisal**

**A.** If **we** and **you** do not agree on the actual value of the vehicle, either party may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the written demand is received. The two appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the residence premises is located to select an umpire. The appraisers will state separately the actual cash value and the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

**Loss Payable Clause**

If a loss payee is shown on the Declarations Page:

Loss or damage may be paid, as interests may appear, to **you** and the loss payee shown on the Declarations Page. Payment may be made separately to each interested party.

This insurance with respect to the interest of the loss payee, shall not become invalid because of **your** acts or omissions unless the loss results from:

- A.** The conversion, secretion, embezzlement or willful damaging or destruction, of **your covered auto** by or at the direction of **you**, a **family member**, or the owner of **your covered auto**;
- B.** A criminal act or omission of **you**, a **family member**, or the owner of **your covered auto**. This applies regardless of whether **you**, the **family member**, or the owner of **your covered auto** is

## Grange Indemnity Insurance Company -- Personal Auto

actually charged with, or convicted of, a crime. For purposes of this clause, criminal acts or omissions do not include traffic violations; or

- C. Fraud, misrepresentation, material omission, or intentional damage committed by or at the direction of **you**, a **family member**, or the owner of **your covered auto** and results in a denial of coverage by **us**.

**We** reserve the right to cancel, nonrenew or void the policy as permitted by policy terms. The cancellation, nonrenewal or voiding shall terminate this agreement as to the loss payee's interest. **We** will give notice of cancellation to the loss payee shown on the Declarations Page. If this policy is cancelled, nonrenewed, or voided, the interest of any lienholder under this agreement will also terminate effective the date and time the policy is cancelled, nonrenewed or voided.

When **we** pay the loss payee **we** shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

### ADDITIONAL PERSONAL AUTO COVERAGES

- A. **Your** policy provides the following additional coverage at no additional premium charge. The provisions and exclusions that apply to Part D - Coverage for Damage to **Your** Auto of this policy also apply to this additional policy coverage except as changed below.

#### 1. Transportation Expenses

- a. If the Declarations Page indicates that Other Than Collision Coverage is provided for **your covered auto**, **we** will also pay, without application of a deductible, the lesser of \$30 per day, or \$900, for:
- (1) Transportation expenses incurred by **you** in the event of the total theft of **your covered auto** if Other Than Collision Coverage is provided for that auto.
  - (2) Loss of use expenses for which **you** become legally responsible in the event of the total theft of a **non-owned auto**. This applies only if the Declarations Page indicates that Other Than Collision Coverage is provided for any of **your covered autos**.

- b. **We** will pay only expenses incurred beginning 24 hours after the theft.
- c. **Our** payment under this Transportation Expense will be limited to the earliest of the following:
  - (1) When **your covered auto** has been returned to **you**;
  - (2) When **your covered auto** has been repaired;
  - (3) When **your covered auto** has been replaced; or
  - (4) 72 hours after **we** make an offer to settle the loss if **your covered auto** is deemed by **us** to be a total loss.
- d. **You** must provide **us** written proof of **your** rental charges to be reimbursed.

**Grange Indemnity Insurance Company -- Personal Auto**

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

**We** have no duty to provide coverage under this policy unless **you** have paid the required premium when due and there has been full compliance with the following duties:

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

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

1. Cooperate with **us** in the investigation, settlement or defense of any claim or suit.
2. Promptly send **us** copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as **we** reasonably require:
  - a. To physical and/or medical exams, by physicians **we** select, at **our** expense; and
  - b. To examination under oath and sign the transcribed statements.
4. Authorize **us** to obtain directly from the medical provider or the custodian of medical records:
  - a. Medical reports and records; and
  - b. Other pertinent records.
5. Submit a signed, notarized statement of proof of loss within 60 days after a request by **us**.
6. Make **your covered auto** available to **us** for inspection at **our** request. **We** have the right, as part of **our** inspection, to extract and analyze any part of **your** vehicle, including but not limited to, its fluids or data recorded by **your covered auto's** Event Data Recorder or similar device.
7. Allow **us** to take signed or recorded statements, and answer all reasonable questions **we** may ask, when and as often as

**we** may reasonably require.

8. Produce employees, members of **your** household, or the household of an **insured**, or others for statements or examination under oath to the extent that it is within **your** power to do so.

9. Attend hearings and trials as **we** require.

10. Authorize **us** to move any damaged auto covered by this policy to a storage facility of **our** choice at **our** expense.

11. Authorize **us** to obtain residency, employment, earning, phone or other communication, pharmacy, or any other records that **we** deem appropriate for investigation of any claim, damage or injury.

**C. A** person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit and run driver is involved.
2. Promptly send **us** copies of the legal papers if a suit is brought.

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

1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and their equipment from further loss. **We** will pay reasonable expenses incurred to do this. If **you** or the person in legal possession of **your covered auto** or **non-owned auto** does not protect it, further loss is not covered.
2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

**Grange Indemnity Insurance Company -- Personal Auto**

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Grange Indemnity Insurance Company -- Personal Auto

**PART F - GENERAL PROVISIONS**

**A. Assignment/Transfer of Your Interest in This Policy**

Your interest, rights or duties under this policy may not be assigned or transferred without our written consent.

**B. Bankruptcy**

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

**C. Cancellation, Non-Renewal or Termination of Policy**

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

a. A Named Insured shown on the Declarations Page may cancel by:

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

We may accept another form of notice from a Named Insured. If there is more than one person shown as Named Insured on the Declarations Page, any Named Insured may cancel this policy. The cancellation by one Named Insured will be binding on any other Named Insured.

b. We may cancel by mailing to a Named Insured shown on the Declarations Page at the address last known by us and to such Named Insured's agent or broker of record:

- (1) At least 10 days notice:
  - (a) If cancellation is for nonpayment of premium; or
  - (b) If notice is mailed during the first 89 days this policy is in effect and this is not a renewal policy; or

(2) At least 30 days notice in all other cases.

c. If the policy provides coverage under Parts A, B, or C, and after this policy is in effect for 90 days, or if this is a renewal policy, we will not cancel this policy except for one or more of the following reasons:

- (1) Nonpayment of premium; or
- (2) Loss of driving privileges through suspension, revocation, or expiration of the driver's license of you, a family member, or any driver who customarily uses your covered auto.

However, we may continue the policy in effect but exclude by endorsement all coverage as to the person whose driver's license has been suspended, revoked, or has expired, if the person is someone other than the named insured or the principal operator.

(3) For fraud, concealment, or misrepresentation by you, a family member, a resident in your household, or an insured under this policy of any material fact in the procurement or renewal of this insurance or in submitting any claim;

(4) If your residence or vehicle registration is in a state or country in which we are not authorized to write automobile insurance; or

(5) If we offer to replace this policy with one written by us or by another insurance company under the same ownership or management as our company.

d. This policy is guaranteed renewable for successive 6 month policy periods totaling not less than one year. Legislative or judicial changes to this policy may be made by us during that guaranteed renewal period at the beginning of any 6 month policy period within this one-year period.

## Grange Indemnity Insurance Company -- Personal Auto

2. **Nonrenewal.** The period of this policy is shown on the Declarations Page and may be either 6 months or 12 months, unless otherwise provided by law or by agreement between **you** and **us**.

If the policy period, as shown on the Declarations Page, is less than 12 months, this policy is guaranteed renewable for successive 6 month policy periods totaling not less than one year.

If **your** policy period is 12 months, as shown on the Declarations Page, **we** may amend that 12 month period on a future renewal date, to a 6 month policy period. If **we** change **your** policy period from 12 months to 6 months, **your** policy will then be guaranteed renewable for successive 6 month policy periods totaling not less than one year.

If **we** decide not to renew or continue this policy, **we** will mail notice to the Named Insured shown on the Declarations Page at the address shown in this policy. Notice will be mailed at least 30 days before the end of this policy period.

3. **Automatic Termination.** If **we** offer to renew and **you** or **your** representative do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that **you** have not accepted **our** offer and that **we** may cancel this policy. Notice of this cancellation will be mailed at least 10 days before the effective date of cancellation.

If **you** obtain other insurance on **your covered auto** covered under this policy, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

### 4. Other Termination Provisions.

- a. If the law in effect in **your** state at the time this policy is issued, renewed or continued:

- (1) Requires a longer notice period;
- (2) Requires a special form of or procedure for giving notice; or

- (3) Modifies any of the stated termination reasons;

**we** will comply with those requirements.

- b. **We** may deliver any notice instead of mailing it. The mailing of any notice shall be sufficient proof of notice.
- c. If this policy is cancelled, **you** may be entitled to a premium refund. When **you** request cancellation, the return premium will be computed by a method that may be less than a full pro rata refund. When **we** cancel, the return premium will be pro rata.
- d. The effective date of cancellation stated in the notice shall become the end of the policy period.

### D. Changes

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

If a change requires a premium adjustment, **we** will make the premium adjustment in accordance with **our** manual rules effective the date of the change.

## Grange Indemnity Insurance Company -- Personal Auto

**You** agree to promptly notify **us** if **you** have made any material changes, including, but not limited to, those listed above.

3. If **we** make a change which broadens coverage under this edition of **your** policy without additional premium charge, that change will automatically apply to **your** policy as of the date **we** implement the change in **your** state. This paragraph (3.) does not apply to changes implemented with a general program revision that includes broadening and/or restriction in coverage, whether that general program revision is implemented through introduction of:
  - a. A subsequent edition of **your** policy; or
  - b. An Amendatory Endorsement.

### E. Conformity to State Law

Any policy provision contrary to laws of the state in which this policy is issued is amended to conform to such laws.

### F. Death

If **you** die, coverage will be provided to:

1. **Your** surviving spouse if a resident of the same household at the time of death. Coverage applies to the spouse as if a Named Insured shown on the Declarations Page; and
2. The legal representative of the deceased person as if a Named Insured shown on the Declarations Page. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

Coverage will only be provided until the end of the policy period.

### G. Fees

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

### H. Joint Obligations

The terms of this policy impose joint obligations on the person named on the Declarations Page as the Named Insured and that person's **resident** spouse. These persons are defined as **you** or **your**. This means that the responsibilities, acts and failures to act of a person defined as **you** or **your** will be binding upon another person defined as **you** or **your**.

The terms of this policy impose joint obligations on any person defined as an **insured**. This means that the responsibilities, acts and failure to act of a person defined as an **insured** will be binding upon another person defined as an **insured**.

### I. Known Loss

**We** do not provide coverage for any loss or occurrence which was known to **you** or any **family member** and occurred prior to the time **you** signed the application for coverage, or asked **us** or **our** agent to provide coverage, even if the loss or occurrence falls within the period covered by the policy.

### J. Legal Action or Suit Against Us

No legal action may be brought against **us**, and **we** may not be sued unless there is full compliance with all the terms, provisions and conditions of this policy.

Under PART A - LIABILITY COVERAGE, no legal action may be brought against **us** until:

1. **We** agree in writing that the **insured** has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring **us** into any action to determine the liability of an **insured**.

### K. Misrepresentations, Warranties and Fraud

1. To determine eligibility for coverage under this policy and to determine the premium, **we** relied upon the statements made to **us** and warranties provided to **us** in the application.

### Grange Indemnity Insurance Company -- Personal Auto

**We** may void this policy from inception, deny coverage under this policy, or at **our** election, assert any other remedy available under applicable law, if at the time of application, renewal or during the policy period, **you**, an **insured**, a **family member**, a resident in **your** household, or any person seeking coverage under this policy:

- a. Made incorrect statements or warranties to **us** for this insurance, or with regard to any material fact or circumstances;
- b. Concealed or misrepresented any material fact or circumstances; or
- c. Engaged in fraudulent conduct;

In any application or form submitted to **us** for this insurance, or with regard to any other aspect of this insurance including, but not limited to procurement of this policy.

If **we** void **your** policy from inception, the premium **you** have paid will be refunded, and **we** will not be liable for any claims or damages that may otherwise have been covered.

- 2. Following an accident or loss, **we** may deny coverage under this policy, or, at **our** election, assert any other remedy available under applicable law, if **you**, an **insured**, a **family member**, a resident in **your** household, or any person seeking coverage under this policy:
  - a. Made incorrect statements or warranties to **us** with regard to any material fact or circumstances;
  - b. Concealed or misrepresented any material fact or circumstances; or
  - c. Engaged in fraudulent conduct;

In connection with any accident or loss for which coverage is sought.

If **we** void this policy from inception, as permitted by provision **K.1.**, this shall not affect the coverage under Part A - Liability Coverage of this policy up to the minimum limits required by the financial responsibility law of the state if **we** certify **your** policy as proof of financial responsibility to the Bureau of Motor Vehicles of the state, and if the

accident occurs before **we** notify the Named Insured that this policy is void.

If **we** deny coverage, as permitted by provision **K.2.**, **we** will not be liable for any claim that would otherwise be covered.

To the extent that **we** make any payment to any party under this policy and **our** subsequent investigation reveals **your**, a **family member's**, a resident in **your** household, or any insured person seeking coverage under this policy involvement in fraud or misrepresentation in any application or form submitted to **us** for this insurance, or with regard to any other aspect of this insurance, including, but not limited to procurement of this policy, or presentation of a claim, **you** must indemnify **us** for all payments made.

- 3. In the event of **our** reasonable belief insurance fraud may exist regarding any claim, an **insured**, or a person seeking coverage under this policy has a continuing duty to cooperate fully in **our** investigation and all duties, conditions and responsibilities set forth in this policy shall apply to any **insured**, or a person seeking coverage under this policy even if a claim has been paid.

#### L. Our Right to Recover Payment

- 1. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do:
  - a. Whatever is necessary to enable **us** to exercise **our** rights; and
  - b. Nothing after loss to prejudice them.
- 2. If **we** make a payment under this policy of an amount **we** are entitled to recover, and the person to or for whom payment is made recovers damages from another, that person shall:
  - a. Hold in trust for **us** the proceeds of the recovery; and
  - b. Reimburse **us** to the extent of **our** payment regardless of the total amount of damages sustained by the **insured** irrespective of whether any such

### Grange Indemnity Insurance Company -- Personal Auto

settlement or judgment may or may not provide reimbursement for all injuries, illnesses, or other damages (including, without limitation, pain and suffering, consequential, punitive, exemplary or other damages, whether alleged, proven in a court of law otherwise substantiated).

- 3. **We** are not responsible for any fees, including but not limited to, attorney fees or court costs incurred to recover **our** subrogated interest unless **we** have agreed in writing, in advance, to be responsible for those fees.
- 4. **Our** rights do not apply under paragraph L.1. with respect to Uninsured Motorists Coverage if **we**:
  - a. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of a vehicle described in Paragraph C.6. of the definition of **uninsured motor vehicle**; and
  - b. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 90 days after receipt of notification.

If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 90 days after receipt of notification:

- c. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorists Coverage.
- d. **We** also have a right to recover the advanced payment.

#### M. Payment of Premium

If **you** fail to make **your** initial payment or if **you** make **your** initial premium payment by check, draft, electronic funds transfer, or any remittance other than cash, and it is nonnegotiable or not honored on presentment to the bank or other financial institution, **we** may void this policy from inception. Coverage under this policy is conditioned upon the initial payment and/or the initial check, draft, electronic funds transfer, or remittance being honored upon presentment to the bank or other financial institution. This means **we** will not be liable under this policy for any

claims or damages that would otherwise be covered if the initial payment had been received or if the initial check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. This includes any claims reported to **us** prior to receiving notice of the non-sufficient funds payment.

#### N. Policy Period

This policy applies only to accidents and losses which occur:

- 1. During the policy period as shown on the Declarations Page; and
- 2. Within the policy territory.

#### O. Punitive or Exemplary Damages Exclusion

Regardless of any other provision of this policy, **we** do not provide coverage for punitive or exemplary damages, or any associated legal fees, interest or costs. Except that if a suit shall have been brought against an **insured** as defined in this policy with respect to a claim for acts or alleged acts falling within the coverage hereof, seeking both compensatory and punitive or exemplary damages, then the company will afford a defense to such action without regard to liability, for such punitive or exemplary damages.

#### P. Territory

The policy territory is:

- 1. The United States of America, its territories or possessions;
- 2. Puerto Rico; or
- 3. Canada.

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

#### **READ THIS WARNING CAREFULLY - NO COVERAGE WHILE USING OR OCCUPYING ANY VEHICLE IN MEXICO**

Car accidents in Mexico are subject to the laws of Mexico, NOT the United States. The Republic of Mexico considers a car accident to be both a

## Grange Indemnity Insurance Company -- Personal Auto

criminal offense and a civil matter. Car insurance should be secured from a licensed Mexican insurance company before driving into Mexico to avoid the risk of being jailed and possibly having a vehicle covered by this policy impounded.

**NO COVERAGE IS PROVIDED UNDER THIS POLICY WHILE USING OR OCCUPYING ANY VEHICLE IN MEXICO**

### Q. Two or More Auto Policies

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

### R. Interpretation

The agreements contained in this policy shall be governed by, and interpreted in accordance with the laws of the state in which the Named Insured resides as shown on the Declarations Page.

### S. Our Right to Use Other Resources

**You** and any **insured** seeking coverage under this policy agree that **we** have the right to utilize outside sources, vendors, experts, consultants and software tools of **our** choosing to assist **us** in underwriting, pricing and issuing **our** insurance policies and to assist **us** in adjusting claims.

## Grange Indemnity Insurance Company -- Personal Auto

### DEFINITIONS

The terms defined in this section have the following meaning when they appear in bold type throughout this policy, whether in the singular, plural or possessive. Some terms used in **your** policy will only apply to specific coverages or sections of **your** policy. If so, those defined terms and their meaning will appear within the coverage or section to which they apply.

**A. "You"** and **"your"** refer to the Named Insured, (the person or persons named on the Declarations Page) or that person's spouse if a resident of the same **household** at the time of the loss.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered **"you"** and **"your"** under this policy, but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

**B. "We", "us"** and **"our"** refer to the company shown on the Declarations Page which provides this insurance.

**C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if that person has possession under a written lease agreement for a continuous period of at least 6 months.

**D. "Auto business"** means the full-time or part-time trade, profession or occupation of selling, leasing, renting, repairing, servicing, transporting, delivering, testing, road testing, customizing, cleaning, washing, painting, storing, or parking any vehicles or trailers.

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

**F. "Business"** means any full-time or part-time trade, profession or occupation.

**G. "Family member"** means a person whose principal residence is **your** household and is:

1. Related to **you** by blood, marriage, civil union, domestic partnership, or adoption;
2. A ward, foster child or any other person under 21 years old in **your** care; or
3. **Your** unmarried dependent children.

If a court has adjudicated that one parent is the custodial parent, that adjudication shall be conclusive with respect to the minor child's principal residence.

Domestic partnership does not include more than one person, a roommate whether sharing expenses equally or not, or one who pays rent to the Named Insured.

**H. "Occupying"** means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

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

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

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **J.1.** or **J.2.** above.

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

1. Any vehicle shown on the Declarations Page.
2. A **newly acquired auto**.
3. Any **trailer you** own.

## Grange Indemnity Insurance Company -- Personal Auto

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

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

### L. "Newly acquired auto":

1. "**Newly acquired auto**" means any of the following types of vehicles **you** become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less according to the manufacturer's specifications; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to **your business** of installing, maintaining or repairing furnishings or equipment; or
      - (b) For farming or ranching.
2. Coverage for a **newly acquired auto** is provided as described below. If **you** ask **us** to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage **we** provide for a **newly acquired auto** will begin at the time **you** request the coverage.
  - a. For any coverage provided in this policy, except Coverage For Damage To **Your** Auto, a **newly acquired auto** will have the

broadest coverage **we** now provide for any vehicle shown on the Declarations Page. Coverage begins on the date **you** become the owner.

However, for this coverage to apply to a **newly acquired auto**, which is in addition to any vehicle or replaces a vehicle shown on the Declarations Page, **you** must ask **us** to insure it within 30 days after **you** become the owner.

- b. Collision coverage for a **newly acquired auto** begins on the date **you** become the owner. However, for this coverage to apply, **you** must ask **us** to insure it within:
  - (1) 30 days after **you** become the owner if the Declarations Page indicates that Collision coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage **we** now provide for any auto shown on the Declarations Page.
  - (2) Four days after **you** become the owner if the Declarations Page does not indicate that Collision Coverage applies to at least one auto. If **you** comply with the 4 day requirement and a loss occurred before **you** asked **us** to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.
- c. Other Than Collision coverage for a **newly acquired auto** begins on the date **you** become the owner. However, for this coverage to apply, **you** must ask **us** to insure it within:
  - (1) 30 days after **you** become the owner if the Declarations Page indicates that Other Than Collision coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage **we** now provide for any auto shown on the Declarations Page.
  - (2) Four days after **you** become the owner if the Declarations Page does not indicate that Other Than Collision coverage applies to at least one auto. If **you** comply with the 4 day requirement and a loss occurred before **you** asked **us** to insure the **newly ac-**

**Grange Indemnity Insurance Company -- Personal Auto**

- quired auto**, an Other Than Collision deductible of \$500 will apply.
- d. Coverage provided in this Definition, **L. 2.** applies to a **newly acquired auto**, which is in addition to any vehicle shown on the Declarations Page, only if:
- (1) **We** insure all other autos owned by **you**; and
  - (2) The additional auto is not covered by any other insurance policy.
- e. **You** must pay any added premium resulting from this coverage extension provided under this Definition **L.**

**Grange Indemnity Insurance Company -- Personal Auto**

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Walter McFall & Son Agcy Inc  
115 Linwood Street Ste 11  
Dayton, OH 45405

TEMP-RETURN SERVICE REQUESTED

October 30, 2018  
**Policy Number:** PA3 4098086-04  
**PIN:** 7096

Louis Ostendorf  
Vicki Ostenforf  
7644 Pymont Rd  
Lewisburg, OH 45338

Thanks for doing business with Grange! Enclosed is the most recent version of your automobile Declarations Page, which shows your most recent policy information. Please review your policy information for accuracy.

If you have any questions about your policy, don't hesitate to talk to your agent. They're always available. You can contact your agent Walter McFall & Son Agcy Inc at (937) 461-2246.

**Premium Summary:**

The premium credit from this policy change is:	\$221.47 CR
Revised Full Term Premium	\$1,420.03





Walter McFall & Son Agcy Inc  
115 Linwood Street Ste 11  
Dayton, OH 45405  
(937) 461-2246  
patrick@mcfallinsurance.com  
www.mcfallinsurance.com

**Policy Number:** PA3 4098086-04

**Policy Type:** Personal Auto

**Reason Issued:** Amendment

**Effective Date:** 10/30/2018

**Print Date:** 10/30/2018

#### Named Insured and Address

Louis Ostendorf  
Vicki Ostenforf  
7644 Pymont Rd  
Lewisburg OH 45338

## Auto Policy Declarations Page

This is not a bill.

**Issued by:** Grange Indemnity Insurance Company, A Wholly-Owned Stock Subsidiary of Grange Mutual Casualty Company, 671 South High Street, Columbus, OH 43206-1066

**Policy Effective Dates:** 10/15/2018 to 04/15/2019 12:01 a.m. ET at the address of the named insured as shown, and for additional six month periods if renewed, as provided in the policy. These declarations with policy provisions, applications, forms and endorsements, if any, complete the above numbered policy.

## Total Policy Premium Summary

Your Auto policy includes coverage for the following:

Year	Make	Model	VIN	Premium
2018	Dodg	Challenger	2C3CDZBT4JH131589	\$505.03
2014	Chev	Equinox	2GNALBEK1E6238723	\$425.00
2014	Chev	Cruze	1G1PC5SBXE7377590	\$490.00

*The total premium shown does not include any applicable billing fees.*

**Total Policy Premium** **\$1,420.03**

## Did You Know...

- You have qualified for Advance Quote, Continuous Months with Prior Carrier, EFT, Full Coverage, Multi-Policy, Prompt Payer, Accident Free, and Violation Free Discount(s). Find out how you can save even more by contacting Walter McFall & Son Agcy Inc at (937) 461-2246.

**Got questions?** We've got answers.

**Policy Information:** If you have any questions about your coverages or other ways to save with Grange, be sure to contact your agent, Walter McFall & Son Agcy Inc at (937) 461-2246.

**Claims Assistance:** To report or check on a claim, call (800) 445-3030 or visit [grangeinsurance.com](http://grangeinsurance.com).

**Billing Questions:** To inquire about your bill or pay it, call (800) 425-1100 or visit [grangeinsurance.com](http://grangeinsurance.com).

## Discounts

For a description of these discounts, please reference the Discounts applied to your policy section.

### Policy Discounts

Advance Quote, Continuous Months with Prior Carrier, EFT, Full Coverage, Multi-Policy, and Prompt Payer

### Driver Discounts

Louis Ostendorf

Accident Free

## Discounts (Continued)

### Driver Discounts

Vicki Ostendorf	Accident Free and Violation Free
Colleen Ostendorf	Accident Free and Violation Free
Kristen Ostendorf	Accident Free

## Vehicle Coverages

Coverage is provided where a premium is shown for the vehicle and coverage. The coverages listed below apply separately for each vehicle and are provided only where a premium or included is shown. The limit of liability applies separately for each vehicle. Where there are multiple vehicles on the policy, stacking of any limits of liability among the vehicles is not allowed.

### 2018 Dodg Challenger

#### Additional Interests

Ally Financial, PO Box 8138, Cockeysville, Maryland 21030  
Type of Interest: Loss Payee

Coverages	Limits of Liability		Premium
	Each Person	Each Accident	
<b>Part A - Liability</b>			
Bodily Injury	\$250,000	\$500,000	\$103.03
Property Damage		\$100,000	\$58.00
<b>Part B - Medical Payments</b>	\$5,000		\$15.00
<b>Part C - Uninsured/Underinsured Motorists</b>			
Bodily Injury	\$250,000	\$500,000	\$27.00
<b>Part D - Damage to Your Auto</b>	<b>Deductible</b>		
Other Than Collision	\$100		\$57.00
Collision	\$500		\$225.00
<b>Optional Coverages</b>			
Rental Reimbursement/Transportation Expenses Coverage PA111 (08-2016)	\$30 / Day	\$900 / Occurrence	\$20.00

**Vehicle Premium \$505.03**

## Vehicle Coverages (Continued)

### 2014 Chev Equinox

Coverages	Limits of Liability		Premium
<b>Part A - Liability</b>	<b>Each Person</b>	<b>Each Accident</b>	
Bodily Injury	\$250,000	\$500,000	\$94.00
Property Damage		\$100,000	\$61.00
<b>Part B - Medical Payments</b>	\$5,000		\$19.00
<b>Part C - Uninsured/Underinsured Motorists</b>			
Bodily Injury	\$250,000	\$500,000	\$34.00
<b>Part D - Damage to Your Auto</b>	<b>Deductible</b>		
Other Than Collision	\$100		\$45.00
Collision	\$500		\$152.00
<b>Optional Coverages</b>			
Rental Reimbursement/Transportation Expenses Coverage PA111 (08-2016)	\$30 / Day	\$900 / Occurrence	\$20.00

**Vehicle Premium \$425.00**

## Vehicle Coverages

### 2014 Chev Cruze

Coverages	Limits of Liability		Premium
<b>Part A - Liability</b>	<b>Each Person</b>	<b>Each Accident</b>	
Bodily Injury	\$250,000	\$500,000	\$116.00
Property Damage		\$100,000	\$60.00
<b>Part B - Medical Payments</b>	\$5,000		\$28.00
<b>Part C - Uninsured/Underinsured Motorists</b>			
Bodily Injury	\$250,000	\$500,000	\$51.00
<b>Part D - Damage to Your Auto</b>	<b>Deductible</b>		
Other Than Collision	\$100		\$47.00
Collision	\$500		\$168.00
<b>Optional Coverages</b>			
Rental Reimbursement/Transportation Expenses Coverage PA111 (08-2016)	\$30 / Day	\$900 / Occurrence	\$20.00

**Vehicle Premium \$490.00**

## Policy Forms

Form #	Edition Date	Description
PPA30H	(04-2015)	Policy Contract
PA302OH	(06-2017)	Personal Auto Amendatory Endorsement (PinPoint 3) - Ohio

**End of Declarations Page**

## Rating Information Page

### Vehicle Information

Vehicle #	Year	Make	Model	VIN	Symbol		Use
					Coll	OTC	
1	2018	Dodg	Challenger	2C3CDZBT4JH131589	50	LZ	Pleasure
3	2014	Chev	Equinox	2GNALBEK1E6238723	20	JR	Work < 15
4	2014	Chev	Cruze	1G1PC5SBXE7377590	26	FY	Work < 15

Coll = Collision OTC = Other Than Collision

### Driver Information

Driver #	Name	Gender	Driver Class	Marital Status	Date of Birth
1	Louis Ostendorf	Male	Rated	Married	**/**/1946
2	Vicki Ostendorf	Female	Rated	Married	**/**/1954
3	Colleen Ostendorf	Female	Rated	Single	**/**/1993
4	Kristen Ostendorf	Female	Rated	Single	**/**/1984

### Accidents, Violations and Claims History

Events listed in this section may impact your policy premium.

Driver Name	Accident(s) / Violation(s)	Date
Louis Ostendorf	Driving Under the Influence of Drugs and/or Alcohol	01/27/2018
Kristen Ostendorf	Speeding	09/07/2016

## Congratulations! You're saving money.

### Discounts applied to your policy:

Grange offers lots of discounts to reduce your premium and save you money. And it's working. The following discounts have been applied to your policy.

- **Accident Free:** A discount applied to drivers with no chargeable at-fault accidents during the experience period.
- **Advance Quote:** Automatically applied when the policy is submitted in advance of the new business policy effective date by a specific number of days.
- **Continuous Months with Prior Carrier:** Available when you were with your prior carrier for more than 11 consecutive months.
- **EFT:** Available if you pay the policy premium by Electronic Funds Transfer.
- **Full Coverage:** Available if you purchase Collision Coverage on all private passenger autos, pick-ups and vans on the policy.
- **Multi-Policy:** Available if you have your home, condo or renters insurance with us.
- **Prompt Payer:** Automatically applied to policies that are paid on time (on or before the invoice due date).
- **Violation Free:** A discount applied to drivers with no chargeable violations during the experience period.

### More ways to save:

Grange is coming up with more and more ways to lower your premium. That means you might be eligible for even greater savings. So talk to your agent today and see if you've got more in store.

- **At School:** Available when a student in the household resides away at school without a vehicle for their regular use.
- **Company Car:** Available when a company car is provided for regular use by an employer.
- **Defensive Driver:** Available to drivers who have successfully completed the National Safety Council's Defensive Driving Course or a motor vehicle accident prevention course.
- **Good Student:** Available to an unmarried driver under the age of 25 who is a full-time honor student with at least a 3.0 grade-point average or a "B" average or better.
- **Grange Life:** Available if you have a qualifying life insurance policy with us.
- **Home Ownership:** Available if you own and primarily reside in a single-family home, town home or condominium that's not insured with us.
- **Paid In Full:** Available if you pay the policy premium in full by the initial due date.