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5-17-2017

### Eastman v. Farmers Insurance Company Clerk's Record v. 1 Dckt. 44889

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Vol. 1 of 2

IN THE  
**SUPREME COURT**  
OF THE  
**STATE OF IDAHO**

JENNIFER EASTMAN, a single woman,

Plaintiff-Appellant,

v.

FARMERS INSURANCE COMPANY,  
an Idaho coporation,

Defendant-Respondent,

*Appealed from the District Court of the First Judicial District of  
the State of Idaho, in and for the County of Kootenai.*

AARON A. CRARY  
9417 E. Trent Ave.  
Spokane, WA 99206

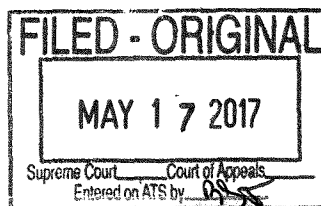
*Attorney for Appellants*

TRUDY HANSON FOUSER  
PO Box 2387  
Boise, ID 86701

*Attorney for Respondent*

**VOLUME 1**

44889



IN THE SUPREME COURT OF THE STATE OF IDAHO

JENNIFER EASTMAN, a single woman,	)	
	)	SUPREME COURT
PLAINTIFF/APPELLANT,	)	CASE NO. 44889
	)	
VS.	)	
	)	
FARMERS INSURANCE COMPANY,	)	
an Idaho corporation,	)	
	)	
DEFENDANT/RESPONDENT.	)	
<hr/>		

CLERK'S RECORD ON APPEAL

AARON A. CRARY  
9417 E. Trent Ave.  
Spokane, WA 99206

TRUDY HANSON FOUSER  
PO Box 2837  
Boise, ID 83701

ATTORNEY FOR APPELLANT

ATTORNEY FOR RESPONDENT

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Date	Code	User		Judge
6/21/2016	NCOC	MITCHELL	New Case Filed - Other Claims	Rich Christensen
		MITCHELL	Filing: AA- All initial civil case filings in District Court of any type not listed in categories E, F and H(1) Paid by: Crary, Robert B. (attorney for Eastman, Jennifer) Receipt number: 0025487 Dated: 6/22/2016 Amount: \$221.00 (E-payment) For: Eastman, Jennifer (plaintiff)	Rich Christensen
	COMP	HAYDEN	Complaint Filed	Rich Christensen
6/22/2016	SUMI	HAYDEN	Summons Issued	Rich Christensen
7/15/2016	COMP	MITCHELL	Amended Complaint Filed (amended, exh. A inadvertently left off original filing)	Rich Christensen
	SUMI	MITCHELL	Summons Issued (amended, Original summons was served again with the complete complaint)	Rich Christensen
	NOAP	HICKS	Notice Of Appearance- T Fouser obo Farmers	Rich Christensen
		HICKS	Filing: 11 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Fouser, Trudy Hanson (attorney for Farmers Insurance Company) Receipt number: 0028722 Dated: 7/15/2016 Amount: \$136.00 (Check) For: Farmers Insurance Company (defendant)	Rich Christensen
7/19/2016	HRSC	BOOTH	Hearing Scheduled (Status Conference 08/18/2016 03:00 PM)	Rich Christensen
		BOOTH	Notice of Hearing	Rich Christensen
7/25/2016	AFSV	DIXON	Affidavit Of Service-6/23/16-MD Registered Agent obo FIC	Rich Christensen
7/29/2016	ANSW	DEGLMAN	Answer to Complaint and Demand for Jury Trial	Rich Christensen
8/17/2016		BOOTH	Email Sent Date: 08/17/2016 11:54 am To: rcrary@ccdlaw.com; tfouser@g-g.com; bchristensen@g-g.com; llindeman@g-g.com and acrary@ccdlaw.com File Attached: Scheduling form - Civil.pdf	
		BOOTH	Email Sent Date: 08/17/2016 11:58 am To: tfouser@g-g.com; bchristensen@g-g.com and llindeman@g-g.com No Files Attached.	
	HRSC	BOOTH	Hearing Scheduled (Motion for Summary Judgment 10/26/2016 03:00 PM) set by PA and DA	Rich Christensen
	RSCN	DEGLMAN	Response to Status Conference Notice- Aaron Crary	Rich Christensen
8/18/2016	DCHH	BOOTH	Hearing result for Status Conference scheduled on 08/18/2016 03:00 PM: District Court Hearing Held Court Reporter: Diane Bolan Number of Transcript Pages for this hearing estimated: under 100 pages	Rich Christensen

## Jennifer Eastman vs. Farmers Insurance Company

Date	Code	User	Judge
8/25/2016	HRSC	BOOTH	Hearing Scheduled (Motion for Summary Judgment 11/01/2016 03:00 PM) set by PA and DA
	HRVC	BOOTH	Hearing result for Motion for Summary Judgment scheduled on 10/26/2016 03:00 PM: Hearing Vacated set by PA
8/29/2016	HRSC	BOOTH	Hearing Scheduled (Jury Trial Scheduled 03/06/2017 09:00 AM)
	HRSC	BOOTH	Hearing Scheduled (Scheduling Conference 02/13/2017 03:00 PM)
		BOOTH	Notice of Pretrial Conference/Trial
8/30/2016	NOTH	KOZMA	Notice Of Hearing RE: Defendant's Motion for Summary Judgment
9/1/2016	AFIS	KOZMA	Affidavit of Mark E. Stevens in Support of Defendant's Motion for Summary Judgment
	MEMS	KOZMA	Memorandum In Support of Defendant's Motion for Summary Judgment
	MNSJ	KOZMA	Defendant's Motion For Summary Judgment
9/14/2016	MISC	KOZMA	Defendant's Statement of Undisputed Facts in Support of Defendant's Motion for Summary Judgment
9/15/2016	FILE	KOZMA	New File Created***** #2 *****
9/30/2016	MEMS	KOZMA	Memorandum In Support Of Cross Motion for Summary Judgment and Opposition to Defendant's Summary Judgment
	MNSJ	KOZMA	Plaintiff's Motion For Summary Judgment
	AFIS	KOZMA	Affidavit of Aaron A Crary in Support of Motion for Summary Judgment
	NOTH	KOZMA	Notice Of Hearing RE: Plaintiff's Motion for Summary Judgment
10/18/2016	OBJT	DEGLMAN	Opposition to Plaintiff's Motion For Summary Judgment
10/25/2016	MOTN	KOZMA	Reply in Support of Defendant's Motion for Summary Judgment
10/31/2016	MEMS	KOZMA	Reply Memorandum In Support Of Motion for Summary Judgment
	AFIS	KOZMA	Affidavit of Aaron A. Crary in Support of Plaintiff's Reply to Defendant's Motion for Summary Judgment
11/1/2016	DCHH	STECKMAN	Hearing result for Motion for Summary Judgment scheduled on 11/01/2016 03:00 PM: District Court Hearing Held Court Reporter: Keri Veare Number of Transcript Pages for this hearing estimated: Less than 100
11/14/2016	DEWL	KOZMA	Defendant's Expert Witness Disclosure

## Jennifer Eastman vs. Farmers Insurance Company

Date	Code	User		Judge
12/1/2016	DEOP	BOOTH	Memorandum Decision and Order on the Parties' Cross-Motions for Summary Judgment	Rich Christensen
12/7/2016		BOOTH	Email Sent Date: 12/07/2016 10:28 am To: rcrary@ccdlaw.com; thanley@ccdlaw.com; tfouser@g-g.com; bchristensen@g-g.com and llindeman@g-g.com File Attached: 20161207101231353.pdf	
12/14/2016	MOTN	KOZMA	Motion for Reconsideration	Rich Christensen
	MEMS	KOZMA	Memorandum In Support Of Motion for Reconsideration	Rich Christensen
12/22/2016	ORDR	BOOTH	Scheduling Order on Plaintiff's Motion to Reconsider	Rich Christensen
1/12/2017	MEMO	KOZMA	Memorandum in Opposition to Plaintiff's Motion for Reconsideration of the Court's Memorandum Decision and Order on the Parties' Cross Motions for Summary Judgment	Rich Christensen
1/31/2017	DEOP	BOOTH	Memorandum and Decision on Plaintiff's Motion for Reconsideration	Rich Christensen
2/3/2017	CVDI	CLEVELAND	Civil Disposition entered for: Farmers Insurance Company, Defendant; Eastman, Jennifer, Plaintiff. Filing date: 2/3/2017	Rich Christensen
	FJDE	CLEVELAND	Final Judgement	Rich Christensen
	STAT	CLEVELAND	Case status changed: Closed	Rich Christensen
2/6/2017		BOOTH	Notice Vacating Hearing	Rich Christensen
	HRVC	BOOTH	Hearing result for Scheduling Conference scheduled on 02/13/2017 03:00 PM: Hearing Vacated	Rich Christensen
	HRVC	BOOTH	Hearing result for Jury Trial Scheduled scheduled on 03/06/2017 09:00 AM: Hearing Vacated	Rich Christensen
2/13/2017		LEU	Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Crary, Robert B. (attorney for Eastman, Jennifer) Receipt number: 0004579 Dated: 2/13/2017 Amount: \$129.00 (E-payment) For: Eastman, Jennifer (plaintiff)	Rich Christensen
	BNDC	LEU	Bond Posted - Cash (Receipt 4581 Dated 2/13/2017 for 100.00)	Rich Christensen
	STAT	LEU	Case status changed: Closed pending clerk action	Rich Christensen
	APDC	LEU	Notice Of Appeal	Rich Christensen
	STAT	LEU	Case status changed: closed pending clerk action	Rich Christensen
3/10/2017	MISC	LEU	Requeest For Additional Clerk's Record	Rich Christensen

ROBERT B. CRARY (ISB#5693)  
 AARON A. CRARY (ISB#8517)  
 CRARY, CLARK, DOMANICO, & CHUANG P.S.  
 9417 E. Trent Avenue  
 Spokane, WA 99206  
 Tele: (509) 926-4900  
 Fax: (509) 924-7771

FILED  
 STATE OF IDAHO  
 COUNTY OF KOOTENAI } SS  
 25487  
 2016 JUN 21 AM 11:28  
 CLERK DISTRICT COURT  
 DEPUTY

*Attorneys for Plaintiff*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
 STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN, a single woman,) )  
 ) )  
 ) )  
 Plaintiff, ) )  
 ) )  
 vs. ) )  
 ) )  
 FARMERS INSURANCE COMPANY, ) )  
 an Idaho corporation, ) )  
 Defendants. ) )  
 ) )  
 ) )

Case No. CW 16-4603  
 COMPLAINT FOR  
 DECLARATORY  
 JUDGMENT  
 211233  
 FAX: 509.924.7771

COMES NOW, the Plaintiff, and petitions the Court for declaration adjudging the rights and responsibilities between the Plaintiff and the Defendant as follows:

I.

Plaintiff brings this action pursuant to Rule 57 of the Idaho Rules of Civil Procedure and the provisions of the Uniform Declaratory Judgment Act, I.C. § 10-1201 et. seq. There exists an actual and justiciable controversy as to the rights, status and other legal relations of and between the parties as hereinafter alleged.

COMPLAINT FOR DECLARATORY JUDGMENT - 1

**II.**

That at all times material herein, Plaintiff was and is a resident of Post Falls, ID.

**III.**

Upon information and belief, Plaintiff alleges that at all times material herein, the Defendant was a resident of the State of Idaho.

**IV.**

That for the period of January 27, 2014 through July 27, 2014, Defendant issued a policy of insurance to Plaintiff Jennifer Eastman. A true and correct copy of said policy is attached hereto as Exhibit A. Under the policy, Plaintiff purchased \$500,000 in underinsured motorist coverage (UIM).

**V.**

That on March 18, 2014, Plaintiff was traveling in a Van pool transportation in Washington State when the vehicle was struck by another vehicle, causing her injury.

**VI.**

Plaintiff received \$50,000 from the driver of the colliding vehicle, representing the full amount of liability coverage available to Plaintiff. Plaintiff also received \$48,846.00 from the Van's UIM coverage, which represented the full amount available to her from the Van, considering injuries to other parties. Plaintiff's damages exceed the amounts recovered.

**VII.**

**COMPLAINT FOR DECLARATORY JUDGMENT - 2**

Plaintiff has sought coverage for her damages from Defendant pursuant to her UIM, but Defendant denied this claim alleging that Plaintiff is not entitled to recover UIM benefits because the Van that she was a passenger in carried UIM under another policy.

#### VIII.

Defendant denies any obligation under said insurance policy to Plaintiff for UIM benefits.

#### IX.

Plaintiff asserts that public policy and language in the insurance contract mandate UIM coverage in this case.

#### X.

Under the provisions of I.C. § 10-1201 et. seq. and Rule 57 of the Idaho Rules of Civil Procedure, the Court has the power to declare the rights, status and other legal relations of and between the parties under these circumstances; that a controversy exists between the Plaintiff and the Defendant, and Plaintiff believes that said policy of insurance applies and extends any coverage or benefits to her. Therefore, it is necessary that the policy issued by Defendant herein be construed and determined and a declaration of the rights, status and other legal relations of the parties thereunder be determined.

#### XI.

Plaintiff has been required to retain the services of legal counsel in order to bring

**COMPLAINT FOR DECLARATORY JUDGMENT - 3**

this action for declaratory judgment, and is entitled to recover her reasonable attorney fees and costs of suit incurred thereby, pursuant to the applicable provisions of Idaho law, including but not limited to Idaho Code §§10-1210, 12-120 and 41-1839.

WHEREFORE, Plaintiff prays that the Court determine, find and declare:

1. That the Plaintiff is covered for UIM under the applicable policy of insurance (**Exhibit A**);
2. That Plaintiff be awarded her reasonable costs and attorney fees incurred in the prosecution of this declaratory judgment action;
3. That Plaintiff be awarded such other relief as the Court deems just and proper under the circumstances.

DATED this 21 day of June, 2016.

CRARY, CLARK, DOMANICO, & CHUANG, P.S.

  
\_\_\_\_\_  
AARON A. CRARY



ROBERT B. CRARY (ISB#5693)  
 AARON A. CRARY (ISB#8517)  
 CRARY, CLARK, DOMANICO, & CHUANG P.S.  
 9417 E. Trent Avenue  
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 Tele: (509) 926-4900  
 Fax: (509) 924-7771

STATE OF IDAHO  
 COUNTY OF KOOTENAI  
 FILED: 28  
 2016 JUL 15 AM 8:56  
 CLERK DISTRICT COURT  
*David Mitchell*  
 DEPUTY *DM*

*Attorneys for Plaintiff*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
 STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN, a single woman, )  
 )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 FARMERS INSURANCE COMPANY, )  
 an Idaho corporation, )  
 Defendants. )  
 )  
 )  
 )

*amended*  
*CN 16-4603*  
 Case No.  
**COMPLAINT FOR**  
**DECLARATORY**  
**JUDGMENT**  
 211233  
 Fax: 509.924.7771

COMES NOW, the Plaintiff, and petitions the Court for declaration adjudging the rights and responsibilities between the Plaintiff and the Defendant as follows:

I.

Plaintiff brings this action pursuant to Rule 57 of the Idaho Rules of Civil Procedure and the provisions of the Uniform Declaratory Judgment Act, I.C. § 10-1201 et. seq. There exists an actual and justiciable controversy as to the rights, status and other legal relations of and between the parties as hereinafter alleged.

COMPLAINT FOR DECLARATORY JUDGMENT - 1

**RICH CHRISTENSEN**

**II.**

That at all times material herein, Plaintiff was and is a resident of Post Falls, ID.

**III.**

Upon information and belief, Plaintiff alleges that at all times material herein, the Defendant was a resident of the State of Idaho.

**IV.**

That for the period of January 27, 2014 through July 27, 2014, Defendant issued a policy of insurance to Plaintiff Jennifer Eastman. A true and correct copy of said policy is attached hereto as **Exhibit A**. Under the policy, Plaintiff purchased \$500,000 in underinsured motorist coverage (UIM).

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That on March 18, 2014, Plaintiff was traveling in a Van pool transportation in Washington State when the vehicle was struck by another vehicle, causing her injury.

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**COMPLAINT FOR DECLARATORY JUDGMENT - 2**

Plaintiff has sought coverage for her damages from Defendant pursuant to her UIM, but Defendant denied this claim alleging that Plaintiff is not entitled to recover UIM benefits because the Van that she was a passenger in carried UIM under another policy.

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**COMPLAINT FOR DECLARATORY JUDGMENT - 3**

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1. That the Plaintiff is covered for UIM under the applicable policy of insurance (**Exhibit A**);
2. That Plaintiff be awarded her reasonable costs and attorney fees incurred in the prosecution of this declaratory judgment action;
3. That Plaintiff be awarded such other relief as the Court deems just and proper under the circumstances.

DATED this 21 day of June, 2016.

CRARY, CLARK, DOMANICO, & CHUANG, P.S.



---

AARON A. CRARY

**COMPLAINT FOR DECLARATORY JUDGMENT - 4**

# EXHIBIT A

# Farmers® Privacy Notice

*In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. We value your confidence in us.*

You trust us with an important part of your financial life. We are proud of our privacy policies and procedures and encourage you to review them carefully.

This notice from the member companies of the Farmers Insurance Group of Companies® listed on the back of this notice\* describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us for personal, family or household purposes. *When state law is more protective of individuals than federal privacy law, we will protect information in accordance with state law consistent with the requirements of federal preemption.*

## Information we collect

We collect and maintain information about you to provide you with the coverage, product or service you request and to service your account.

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information we receive from you on applications or other forms, such as your social security number, assets, income and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history;
- Information we receive from a consumer reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations regarding your health.

## How we protect your information

At Farmers, our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information about you to those individuals, such as our employees and agents, who provide you with our products and services. We require those individuals to whom we permit access to your customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information.

We do not disclose any nonpublic personal information about you, as our customer or former customer, except as described in this notice.

## Information we disclose

We may disclose the nonpublic personal information we collect about you, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and to other third parties, all as permitted by law.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will abide by the privacy restrictions imposed by that organization.

We are permitted to disclose personal health information (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization, and (3) otherwise as permitted by law.

## Sharing information with affiliates

The Farmers family encompasses various affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described under **Information we collect**, to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers; and
- Non-financial service providers, such as management companies, attorneys-in-fact and billing companies.

We are permitted by law to share with our affiliates information about our transactions and experiences with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, that we have received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

### **Your choice**

If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an Opt-Out Form or respond to us in any way.

**If you have previously submitted a request to opt-out on each of your policies, no further action is required.**

If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive the form.

### **Modifications to our privacy policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties. Before we do that, we will provide you with a revised privacy notice and give you the opportunity to opt-out of that type of information sharing.

### **Website**

Our website privacy notices, such as the one located at farmers.com, contain additional information particular to website use. Please pay careful attention to those notices if you transmit personal information to Farmers over the Internet.

### **Recipients of this notice**

We are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder on that policy will receive this notice, though any policyholder may request a copy of this notice. You may receive more than one copy of this notice if you have more than one policy with Farmers. You also may receive notices from affiliates, other than those listed below. Please read those notices carefully to determine your rights with respect to those affiliates' privacy practices.

### **More information about the federal laws**

This notice is required by federal law. If you would like additional information about these federal laws, please visit our website at farmers.com.

### **Signed:**

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.); Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc.; Farmers New Century Insurance Company, Farmers Group, Inc.; Farmers Reinsurance Company, Farmers Services Insurance Agency, Farmers Services Corporation, Farmers Texas County Mutual Insurance Company, Farmers Underwriters Association, Farmers Value Added, Inc.; Farmers Financial Solutions, LLC member FINRA & SIPC\*; FFS Holding, LLC; Farmers Services, LLC; ZHUS Services, LLC; Teschi Life Assurance Company, FIG Holding Company, FIG Leasing Co., Inc.; Fire Underwriters Association, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Prematic Service Corporation (California), Prematic Service Corporation (Nevada), Texas Farmers Insurance Company, Farmers New World Life Insurance Company, Truck Underwriters Association, Civic Property and Casualty Company, Exact Property and Casualty Company and Neighborhood Spirit Property and Casualty Company.

\*The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the Farmers Insurance Group of Companies.

\*\*You may obtain more information about the Securities Investor Protection Corporation (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at [www.sipc.org](http://www.sipc.org). For information about FINRA and Broker Check you may call the FINRA Broker Check hotline at (800) 289-9999 or access the FINRA website at [www.finra.org](http://www.finra.org).



FARMERS

**CERTIFICATE OF LIABILITY INSURANCE - STATE OF IDAHO**

**Named insured**

JENNIFER EASTMAN  
PO BOX 1903  
POST FALLS ID 838771903

**Policy number:** 195150378  
**Effective date:** 01-27-2014  
**Expiration date:** 07-27-2014  
**NAIC number:** 21601

FARMERS INSURANCE COMPANY OF IDAHO, POCA TELLO, IDAHO, an authorized Idaho Insurer, in compliance with Section 49-1231, *Idaho Code*, certifies that it has issued a policy of motor vehicle liability insurance in an amount not less than that required by Section 49-117, *Idaho Code*, for the described motor vehicle(s).

**Vehicle description:**

2005 TOYOTA RAV4 4D 4WD

**Registered Owner:**

JTEHD20V550070756 JENNIFER EASTMAN

Agent name: KELLY M KIMBERLING

Phone no: (208) 687-5525

OFFICE ISSUING THIS CARD: 23175 NW Bennett St. Hillsboro, OR 97124

25-6420 8-12 **Keep this certificate in your vehicle at all times. Read reverse side carefully.**

**KEEP WITH VEHICLE**

A6420311





Our award-winning HelpPoint® Claim Services by Farmers team is available 24 hours a day, seven days a week to handle your auto claim loss report, arrange roadside assistance, towing, or even coordinate auto glass repair or replacement at your request.

Please contact us at:

**For English: 1 800 HelpPoint (1-800-435-7764); or**  
**Para Español: 1 877 Reclamo (1-877-732-5266)**

**WHAT TO DO IN CASE OF AN ACCIDENT:**

1. Be aware of your personal safety and that of others at the accident scene. Check for injuries and call 911, if needed.
2. Warn other drivers to prevent further damage. Turn on your flashers and set flares, if available. Signal with flashlight at night.
3. Notify the police. Many times a passing driver or bystander will do this for you.
4. Gather the facts. Get the names of witnesses, along with other pertinent information like driver's license and phone numbers, accident scene and vehicle damage photos, insurance information and vehicle descriptions.
5. Be careful what you say - an investigation may later show you were not responsible for the accident.
6. Report the accident to proper authorities. Each state has its own requirements for such reports. Know and comply with your state's law.
7. **CONTACT HELPPPOINT CLAIM SERVICES IMMEDIATELY! CALL US 24-HOURS A DAY AT (800) HELPPPOINT (800-435-7764). FOR ASSISTANCE PARA ESPAÑOL, LLAME AL (877) RECLAMO.**

Visit [www.hpes.com](http://www.hpes.com) to learn more about your claim self-service options. It's quick, convenient and always open! See policy for actual coverage language.

A6420312

L. M. KIMBERLING  
PO BOX 1252  
RATHDRUM ID 83858



JENNIFER EASTMAN  
PO BOX 1903  
POST FALLS ID 838771903



## YOUR E-Z-READER CAR POLICY IDAHO

Farmers Insurance Group of Companies®  
4680 Wilshire Boulevard, Los Angeles, California 90010

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Dear Customer,

The member Companies and Exchanges of the Farmers Insurance Group of Companies take this opportunity to say "Thank You" for your recent business.

Your needs for insurance protection are very important to us. We are committed to providing you with the best customer service at the lowest cost possible.

If you haven't already done so, please take a moment to review your policy to assure you understand the coverages. This is a very important document that you'll want to keep in a safe place.

If you have any questions regarding your policy or if you would like information about other coverages, feel free to contact us.

Again, thank you for choosing us for your insurance protection. We look forward to serving you.

Sincerely,

***KELLY M KIMBERLING***

(208) 687-5525

<http://www.farmersinsurance.com>

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FARMERS

**CERTIFICATE OF LIABILITY INSURANCE - STATE OF IDAHO**

**Named insured**

JENNIFER EASTMAN  
PO BOX 1903  
POST FALLS ID 838771903

**Policy number:** 195150378  
**Effective date:** 01-27-2012  
**Expiration date:** 07-27-2012  
**NAIC number:** 21601

FARMERS INSURANCE COMPANY OF IDAHO, POCATELLO, IDAHO, an authorized Idaho Insurer, in compliance with Section 49-1231, *Idaho Code*, certifies that it has issued a policy of motor vehicle liability insurance in an amount not less than that required by Section 49-117, *Idaho Code*, for the described motor vehicle(s).

**Vehicle description:**

2005 TOYOTA RAV4 4D 4WD

**Registered Owner:**

JTEHD20V550070756 JENNIFER EASTMAN

Agent name: KELLY M KIMBERLING

Phone no: (208) 687-5525

OFFICE ISSUING THIS CARD: 23175 NW Bennett St. Hillsboro, OR 97124

25-6420 10-10 **Keep this certificate in your vehicle at all times. Read reverse side carefully.**

**KEEP WITH VEHICLE**

A6420211



## What to do in case of accident

1. **Stop and check for injuries. Call an ambulance, if anyone is injured.**
2. **Warn other drivers to prevent further damage.** Set flares. Signal with flashlight at night.
3. **Notify the police.** Many times a passing driver or bystander will do this for you.
4. **Gather the facts.** Be sure to get the names of witnesses, as well as other pertinent information. (i.e. driver's license number, insurance information and description of the other vehicle)
5. **Be careful what you say.** Don't admit responsibility. Investigation may show you were not responsible.
6. **Report to proper authorities.** Each state has its own requirements for such reports. Know the law for your state and comply.
7. **CONTACT HELPPPOINT® IMMEDIATELY! FOR 24-HOUR CLAIMS SERVICE, CALL US TOLL FREE AT 1-800-HELPPPOINT (1-800-435-7764) FOR ASSISTANCE. PARA ESPAÑOL LLAME AL 1-877-RECLAMO (1-877-732-5266).**

A6420212

**UNDERWRITTEN BY:**

FARMERS INSURANCE COMPANY OF IDAHO, POCATELLO, IDAHO  
 A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

**DECLARATIONS**

**Transaction type:** NEW BUSINESS

The Effective date is from TIME APPLIED FOR. \* \* \* \* The policy may be renewed for an additional policy term, as specified in the renewal offer, each time the Company offers to renew by sending a bill for the required renewal premium, and the insured pays said premium in advance of the respective renewal date. The Policy is issued in reliance upon the statements in the Declarations.

<b>Insured's name and address:</b> JENNIFER EASTMAN PO BOX 1903 POST FALLS ID 838771903		Policy number: 75 19515-03-78 Policy edition: 01 Effective date: 01-27-2012 Expiration date: 07-27-2012 Expiration time: 12:00 NOON, Standard Time Account number: D541556514
<b>Issuing office:</b> 23175 NW Bennett St. Hillsboro, OR 97124		Agent: KELLY M KIMBERLING Agent no: 75 67 315 Agent phone: (208) 687-5525

**Description of vehicles**

Veh.	Year	Make	Model	Vehicle Identification Number
1	2005	TOYOTA	RAV4 4D 4WD	JTEHD20V550070756

**COVERAGES**

**PREMIUMS**

Coverage	Limits/Deductible		Vehicle 1		
Liability	Each Person	Each Occurrence			
	Bodily Injury	\$ 500,000	\$ 500,000	\$ 45.80	
	Property Damage		\$ 100,000	\$ 32.70	
Medical/No-Fault	\$ 10,000		\$ 17.30		
Comprehensive Deductible	Vehicle 1	\$ 500 DEDUCTIBLE	\$ 24.10		
Collision Deductible	Vehicle 1	\$ 500 DEDUCTIBLE	\$ 84.30		
Towing			NOT COVERED		
Other			\$ 49.40		
		Premium Per Vehicle	\$ 253.60		
<b>Total Fees for this Transaction</b>	\$ 15.00	<b>Fees Per Vehicle</b>	\$ 15.00		
UNINSURED MOTORIST Bodily Injury	Each Person	Each Occurrence	The charge for this coverage applies on a per policy basis.		
	\$ 500,000	\$ 500,000	\$ 13.20		
UNDERINSURED MOTORIST Bodily Injury	Each Person	Each Occurrence	The charge for this coverage applies on a per policy basis.		
	\$ 500,000	\$ 500,000	\$ 3.60		
		<b>Total Policy Premium</b>	\$ 270.40		

Countersignature

  
 Authorized Representative

**ENDORSEMENTS - ENDORSEMENTS ARE PART OF THE POLICY AND AMEND THE POLICY.**

ENDORSEMENT NUMBER	EDITION NUMBER	TITLE AND DESCRIPTION	Applies to the following Vehicle(s):
H1171	1ST	SAFETY GLASS DEDUCTIBLE BUYBACK - COVERAGE F	1
ID008	1ST	END AMENDING PART III - MEDICAL COVERAGE E	1
ID010	1ST	END AMENDING DEFINITION OF UM VEHICLE	1
ID011	1ST	END AMENDING DEFINITIONS, PART 1 - LIABILITY	1
ID021	1ST	COVERAGE C - 1 UNDERINSURED MOTORIST COVERAGE	1
J6275	1ST	ENDORSEMENT AMENDING PART IV - DAMAGE TO YOUR CAR	1
J6279	1ST	LOSS OF USE ENDORSEMENT	1
J6284	1ST	SAFETY GLASS - WAIVER OF DEDUCTIBLE PART IV	1
J6288	1ST	ENDORSEMENT AMENDING PART 1 - LIABILITY	1
J6485	1ST	SCHEDULE FOR HIGHER UNDERINSURED MOTORISTS LIMITS	1
J6489	1ST	AMENDED BUSINESS USE EXCLUSION	1
J6490	1ST	END ADDING REGULAR AND FREQUENT USE EXCLUSION	1
J6491	1ST	END AMENDING CUSTOMIZING EQUIPMENT EXCLUSION	1
J6492	1ST	END AMENDING DEFINITION OF INSURED PERSON	1
J6674	1ST	CUSTOMIZING EQUIPMENT ENDORSEMENT	1
J6683	1ST	HOUSEHOLD PET COVERAGE	1
J6689	1ST	AMENDING DEDUCTIBLE PROVISIONS UNDER PART V	1
J6774	1ST	END AMENDING DEFINITIONS; PART IV - DAMAGE	1

**MESSAGES / RATING INFORMATION**

SEE IT ALL ONLINE. GO TO FARMERS.COM OR CONTACT YOUR FARMERS AGENT AND 'GO PAPERLESS' WITH ELECTRONIC DOCUMENT DELIVERY TO YOUR E-MAIL ADDRESS. PLEASE CONTACT YOUR FARMERS AGENT FOR A FREE FARMERS FRIENDLY REVIEW TO ENSURE THAT YOUR FAMILY IS PROPERLY PROTECTED AND THAT YOU ARE RECEIVING ALL OF THE DISCOUNTS/CREDITS, COVERAGES AND PACKAGE POLICIES AVAILABLE.

**LIENHOLDER OR OTHER INTEREST:**

Veh.		Veh.	
Veh.		Veh.	

**POLICY ACTIVITY** Do not pay - Invoice sent separately

	Previous Balance	
\$ 270.40	Premium	
\$ 15.00	Fees	
	Payments or Credits	
<u>N/A</u>	<u>Total</u>	

ANY "TOTAL" BALANCE OR CREDIT OF \$11.00 OR LESS WILL BE APPLIED TO YOUR NEXT BILLING. BALANCES OVER \$11.00 ARE DUE UPON RECEIPT.



## Coverage Designations

Coverages — We provide insurance only for those coverages indicated by a specific limit, deductible or other notation, and for which a premium for the coverage is shown.

Bodily Injury	— Bodily Injury Liability	<b>Coverage Shown By Premium</b>	
Property Damage	— Property Damage Liability	Towing	— A premium amount shown reflects the charge for Towing and Road Service Coverage.
Uninsured/Underinsured Motorist	— Benefits for Bodily Injury caused by Uninsured/Underinsured Motorists	Other	— A premium amount shown reflects the charge for one or more miscellaneous coverages added by endorsement to the policy.
Medical	— Medical Expense Insurance, Family Medical Expense, and Guest Medical Expense - See Policy Provision.		
No-Fault	— See Endorsement or coverage D if applicable.		
Comprehensive	— Comprehensive Car Damage		
Collision	— Collision - Upset		

If a refund is due under this policy and the insured cannot be located, we may deduct a handling charge.

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

### Loss payable provisions

**(Applicable only if lienholder is named, and no other Automobile loss payable endorsement is attached to the policy)**

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

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

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

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

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

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

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

This Declarations page when signed by us, becomes part of the policy. It supersedes and controls anything to the contrary. It is subject to all the other terms of the policy.

**UNDERWRITTEN BY:**

FARMERS INSURANCE COMPANY OF IDAHO, POCATELLO, IDAHO  
 A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

**Policy Summary**

Household Drivers				
Name	Rated	Marital Status	Date of Birth	Driver License No.
JENNIFER EASTMAN	RATED	SINGLE	**-*-1980	*****5G
Vehicles				
Vehicle 1				
2005 TOYOTA RAV4 4D 4WD				
<b>Usage:</b> Non-Business	<b>Usage:</b>	<b>Usage:</b>	<b>Usage:</b>	
<b>ZIP Code:</b> 83854	<b>ZIP Code:</b>	<b>ZIP Code:</b>	<b>ZIP Code:</b>	
<b>Additional Coverages/Messages:</b>	<b>Additional Coverages/Messages:</b>	<b>Additional Coverages/Messages:</b>	<b>Additional Coverages/Messages:</b>	<b>Additional Coverages/Messages:</b>
DED. REDUCED TO \$100 FOR GLASS LOSS COVERAGE FOR J6279 IS K5 COVERAGE FOR J6485 IS U11				
<b>New Business/Add Date:</b> 01-27-2012	<b>New Business/Add Date:</b>	<b>New Business/Add Date:</b>	<b>New Business/Add Date:</b>	



**UNDERWRITTEN BY:**

FARMERS INSURANCE COMPANY OF IDAHO, POCATELLO, IDAHO  
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

**Supplemental Declarations Page**

Named Insured:  
JENNIFER EASTMAN  
PO BOX 1903  
POST FALLS ID 838771903

Policy Number:  
75 19515-03-78

**Discounts:**

AUTO/RENTER	INCLUDED
TRANSFER	INCLUDED
EARLY SHOPPING	INCLUDED
EFT	INCLUDED
GROUP	INCLUDED



# Index of Policy Provisions

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

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

IT CONTAINS CERTAIN EXCLUSIONS.

**READ YOUR POLICY CAREFULLY.**

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## AGREEMENT

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

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**Your insured car** means:

1. The vehicle described in the Declarations of this policy or any **private passenger car** or **utility car** with which you replace it. You must advise us within 30 days of any change of **private passenger car** or **utility car**. If your policy term ends more than 30 days after the change, you can advise us anytime before the end of that term.
2. Any additional **private passenger car** or **utility car** of which you acquire ownership during the policy period. Provided that:
  - a. You notify us within 30 days of its acquisition, and
  - b. As of the date of acquisition, all **private passenger** and **utility cars** you own are insured with a member company of the Farmers Insurance Group of Companies.

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

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

## WHAT TO DO IN CASE OF ACCIDENT

### Notice

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

## Other Duties

A person claiming any coverage of this policy must also:

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

## PART I - LIABILITY

### Coverage A - Bodily Injury

### Coverage B - Property Damage

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

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

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

### Additional Definitions Used In This Part Only

**Insured person** as used in this part means:

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

**Insured person** does not mean:

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

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

### Supplementary Payments

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

1. All costs we incur in the settlement of any claim or defense of any suit
2. Interest after entry of judgment on any amount that does not exceed our limit of liability.
3. a. Premiums on appeal bonds on any suit we defend.



- b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.
- c. Up to \$300 for the cost of bail bonds required because of **accident** or traffic law violation arising out of use of **your insured car**.

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

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

### Exclusions

This coverage does not apply to:

1. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. **Bodily injury** or **property damage**;
  - a. Caused intentionally by or at the direction of an **insured person**, or
  - b. Arising from any **occurrence** caused by an intentional act of an **insured person** where the results are reasonably foreseeable.
3. **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy insurance. This exclusion applies even if the limits of that insurance are exhausted.
4. **Bodily injury** to an employee of an **insured person** arising in the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' or workmen's compensation benefits are required.
5. **Bodily injury** or **property damage** for any person while employed or otherwise engaged in the business or occupation of transporting, selling, repairing, servicing, storing or parking of vehicles designed for use mainly on public highways, including road testing or delivery.

This exclusion does not apply to the ownership, maintenance or use of **your insured car** by you, any **family member**, or any partner, agent, or employee of you or any **family member**. This exclusion also does not apply to any other person who does not have other insurance available to him with limits equal to at least those of the Idaho Financial Responsibility Law. In such event, the insurance afforded that person will be limited to the requirements of the Idaho Financial Responsibility Law.

6. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle by any person employed or otherwise engaged in a business other than the business described in Exclusion 5. This exclusion does not apply to the maintenance or use of a:
  - a. **Private passenger car**.
  - b. **Utility car** that you own, if rated as a **private passenger car**, or
  - c. **Utility trailer** used with a vehicle described in a. or b. above.
7. Damage to property owned or being transported by an **insured person**.
8. Damage to property rented to, or in the charge of, an **insured person** except a residence or private garage not owned by that person.
9. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
10. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by or furnished or available for regular use by you or a **family member**.
11.
  - a. Liability for **bodily injury** to an **insured person** other than you or a **family member**.
  - b. Liability to any person or organization because of **bodily injury** to you.
12. Liability assumed under any contract or agreement except liability of others you assume in a written contract relating to the use of an auto you do not own.
13. Liability arising from the sponsoring or taking part in any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.

14. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or use by any person of a vehicle in which you have transferred full ownership interest but the transfer does not comply with the transfer of ownership provisions of the **state** motor vehicle law.
15. Punitive or exemplary **damages** or the cost of defense related to such **damages**.

### **Limits of Liability**

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

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

### **Out of State Coverage**

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

### **Conformity with Financial Responsibility Laws**

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

### **Other Insurance**

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

We will provide insurance for an **insured person**, other than you or a **family member**, up to the limits of the Idaho Financial Responsibility Law only.

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

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

## **PART II - UNINSURED MOTORIST**

### **Coverage C - Uninsured Motorist Coverage (Including Underinsured Motorist Coverage)**

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

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

## Additional Definitions Used In This Part Only

As used in this part:

1. **Insured person** means:

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

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

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

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

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

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

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

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

## Exclusions

This coverage shall not apply to the benefit of any insurer or self-insurer under any workers' or workmen's compensation law, or directly to the benefit of the United States, or any **state** or any political subdivision.

This coverage shall not apply to punitive or exemplary **damages** or the cost of defense related to such **damages**.

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

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

## Limits of Liability

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

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

If the financial responsibility law of the place of the **accident** treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.

2. Subject to the limit for "each person", the limit for "each **occurrence**" is the maximum combined amount for **bodily injury** sustained by two or more persons in any one **occurrence**.
3. Subject to the law of the **state** of the **occurrence**, we will pay no more than these maximums regardless of the number of vehicles insured, **insured persons**, claims, claimants, policies, or vehicles involved in the **occurrence**.

### **Other Insurance**

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

### **Arbitration**

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

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

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

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

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

## **PART III - MEDICAL**

### **Coverage E - Medical Expense Coverage**

We will pay reasonable expenses incurred within three years from the date of **accident** for necessary **medical services** and funeral expenses because of **bodily injury** sustained by an **insured person**.

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

As used in this part, **insured person** or **insured persons** means:

1. You or any **family member** while **occupying**, or through being struck by, a motor vehicle or trailer, designed for use on public roads.
2. Any other person while **occupying your insured car** while the car is being used by you, a **family member** or another person if that person has sufficient reason to believe that the use is with permission of the owner.

**Medical services** means necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and includes the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses and hearing aids.

**Medical services** does not include the cost of any of the following:

1. Hot tubs, spas, water beds,
2. Exercise equipment, heating or vibrating devices,
3. Membership in health clubs,
4. Medical reports unless requested by us.

### **Exclusions**

This coverage does not apply for **bodily injury** to any person:

1. Sustained while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while **occupying** any vehicle while located for use as a residence or premises.
3. Sustained while **occupying** a motorized vehicle with less than four wheels.
4. Sustained while **occupying** or, when struck by, any vehicle (other than **your insured car**) which is owned by or furnished or available for the regular use of you or any **family member**.
5. Sustained while **occupying** a vehicle other than the car described in the Declarations while the vehicle is being used in the business or occupation of an **insured person**.
6. Occurring during the course of employment if workers' or workmen's compensation benefits are required.
7. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
8. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.

### **Limit of Liability**

Regardless of the number of vehicles insured, **insured persons**, claims or policies, or vehicles involved in the **accident**, we will pay no more for medical expenses, including funeral expenses, than the limit of liability shown for this coverage in the Declarations for each person injured in any one **accident**. In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

### **Other Insurance**

If there is other applicable automobile medical insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Any insurance we provide to any **insured person** for a substitute or non-owned motor vehicle or trailer shall be excess over any other collectible insurance.

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

## **PART IV - DAMAGE TO YOUR CAR**

### **Coverage F - Comprehensive**

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

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

## Coverage G - Collision

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

## Coverage H - Towing and Road Service

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

## Additional Definitions Used In This Part Only

As used in this part:

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

## Supplementary Payments

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

## Exclusions

This coverage does not apply to **loss**:

1. To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
3. Caused by theft to equipment designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting equipment. This applies to such equipment as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, radar detector, television or scanning monitor receiver. It also applies to any electronic device incorporating any of this equipment, as well as accessories and antennas. This exclusion does not apply to that equipment which is permanently installed in the opening of the dash or console of **your insured car** normally used by the motor vehicle manufacturer for the installation of a radio or sound reproducing device.
4. Caused by theft to tapes, records, reels, cassettes, cartridges, carrying cases or other devices for use with equipment designed for the reproduction of sound.
5. To a camper body, canopy or **utility trailer** owned by you or a **family member** and not described in the Declarations. But, coverage does apply to a camper body, canopy or **utility trailer** ownership of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.
6. To awnings, cabanas or equipment designed to provide additional living facilities.

7. Due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the **loss** results from burning of wiring. Also coverage does apply if the **loss** results from the total theft of **your insured car**.
8. To a vehicle not owned by you when used in auto business operations.
9. During any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
10. To a van, pickup, or panel truck due to increased cost of repair or replacement of the following furnishings or equipment:
  - a. special carpeting, insulation, wall paneling, furniture or bars.
  - b. facilities for cooking and sleeping including enclosures or bathroom facilities.
  - c. height-extending roofs.
  - d. murals, paintings or other decals or graphics.

### **Limits of Liability**

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

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

### **Payment of Loss**

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

### **Appraisal**

You or we may demand appraisal of the **loss**. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable, which shall be binding subject to the terms of this insurance.

### **No Benefit to Bailee**

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

### **Other Insurance**

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

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

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

## **PART V - CONDITIONS**

### **1. Policy Period and Territory**

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

## 2. Changes

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

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

When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in your **state**. We may make other changes or replace this policy, to conform to coverage currently in use at the next policy period. The change or new policy will be delivered to you, or mailed to you at your mailing address shown in the Declarations at least 30 days before the effective date of the new policy period.

Policy terms which conflict with laws of Idaho are hereby amended to conform to such laws.

## 3. Legal Action Against Us

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

## 4. Transfer Of Your Interest

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

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

## 5. Our Right to Recover Payment

In the event of any payment under this policy, we are entitled to all the rights of recovery of the person to whom payment was made against another. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to prejudice our rights.

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

This condition does not apply if prohibited by **state law**.

It may be necessary for us to make payment under the Uninsured Motorist Coverage due to the insolvency of another insurance carrier. In such a case, our right to recover payment is limited to proceedings directly against the insolvent insurer or receiver. We will exercise those rights which the person insured by the insolvent insurer might otherwise have had, if he or she had personally made the payment.

## 6. Two or More Cars Insured

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

## 7. Bankruptcy

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

## 8. Termination or Reduction of Coverage

- a. Cancellation, nonrenewal or reduction of coverage:
  - (1) You may cancel this policy by advising us in writing when at a future date the cancellation is to be effective.



- (2) We may cancel, change the renewal date, or cancel or reduce all or any portion of any coverage by mailing notice to you, your representative, or any lienholder shown in the policy at the address shown in the Declarations or by delivering the notice:
- (a) Not less than 10 days prior to the effective date of such cancellation, reduction, or change of renewal date:
    - (i) For nonpayment of premium, or
    - (ii) If the policy has been in force less than 60 days.
  - (b) Not less than 20 days prior to the effective date of cancellation for all other cases.

If we cancel or reduce all or any portion of any coverage, the notice we send you will describe that portion we are cancelling or reducing.

- (3) Our right to cancel is limited only if this policy has been in force for 60 days, or is a renewal. We can cancel or nonrenew this policy if it has been in effect more than 60 days only if any of the following apply:
- (a) You fail to pay the premium when due.
  - (b) The insurance was obtained through material misrepresentation.
  - (c) Any insured person made a false or fraudulent claim or knowingly aided another person in making such a claim.
  - (d) You fail to disclose fully your motor vehicle **accidents** and moving violations, or losses covered under any automobile physical damage or comprehensive coverage for the preceding 36 months if called for in the application.
  - (e) You fail to disclose in the application any information necessary for acceptance or proper rating.
  - (f) You violate any terms and conditions of this policy.
  - (g) You, any resident of your household, or any person who regularly and frequently operates **your insured car**:
    - (i) has had his or her driver's license suspended or revoked within the 36 months prior to the notice of cancellation or nonrenewal of coverage.
    - (ii) is or becomes subject to epilepsy or heart attacks, and does not produce a physician's certificate stating that he or she can operate a motor vehicle safely.
    - (iii) has an **accident** or conviction record, physical or mental condition which are such that his or her operation of an automobile might endanger the public safety.
    - (iv) has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation or nonrenewal of coverage for:
      - (aa) Criminal negligence resulting in death or homicide arising out of the operation of a motor vehicle.
      - (ab) assault arising out of the operation of a motor vehicle.
      - (ac) operating a motor vehicle while intoxicated or under the influence of drugs.
      - (ad) leaving the scene of an **accident** without stopping to report it.
      - (ae) making false statements in an application for a driver's license.
      - (af) theft or unlawful taking of a motor vehicle.
      - (ag) any felony.
    - (v) has been convicted of, or forfeited bail for, three or more violations within the 36 months immediately preceding the notice of cancellation or nonrenewal, of any law, ordinance or regulation limiting the speed of motor vehicles, or any of the provisions of the motor vehicle laws of any **state**. Violations may be repetitions of the same offenses or different offenses.
    - (vi) has, while this policy is in force, engaged in a prearranged speed contest while operating or riding in **your insured car**.
    - (vii) has, within 36 months prior to the notice of cancellation or nonrenewal been addicted to the use of narcotics or other drugs.
    - (viii) uses alcoholic beverages to excess.

(h) **Your insured car** is:

- (i) so mechanically defective that its operation might endanger public safety.
  - (ii) used in carrying passengers for hire or compensation. This does not include car pools.
  - (iii) used in the business of transportation of flammables or explosives.
  - (iv) an authorized emergency vehicle.
  - (v) subject to an inspection law and has not been inspected or, if inspected, has failed to qualify within the period specified under such inspection law.
  - (vi) substantially changed in type or condition during the policy period, increasing the risk substantially, or so as to give clear evidence of a use other than the original use.
- (4) Part 3 above does not limit our right to add a deductible not exceeding \$100 under Coverage F of this policy as a condition to renewal.
- (5) We will not cancel or nonrenew if:
- (a) You agree in writing to exclude a person other than you by name from operation of **your insured car**.
  - (b) You also agree to exclude coverage to yourself for any negligence which may be imputed by law to you, which may arise out of the maintenance, operation or use of a motor vehicle by such excluded person.

Notice of cancellation or nonrenewal for nonpayment of premium must be mailed or delivered to you with the reason for cancellation or nonrenewal. If cancellation or nonrenewal is for any other circumstance, we will send you the reason for such cancellation or nonrenewal with the notice or we will send you a statement of your right to request the reason.

A written request must be mailed or delivered to us not less than 10 days prior to the effective date of cancellation. We will furnish you with a statement giving the reason or grounds for the notice of cancellation.

### **Nonrenewal**

If we mail or deliver a notice of nonrenewal to you, we will send you either the reason for nonrenewal or a statement of your right to request the reason for such nonrenewal. A written request must be made not less than 15 days prior to the effective date of nonrenewal.

We will mail to you at the address shown in the Declarations, or deliver to you, notice of nonrenewal not less than 30 days before the end of the policy period, if we decide not to renew or continue this policy.

This provision shall not apply in any of the following cases:

1. You fail to pay the premium when due.
2. We show a willingness to renew.

If your policy is renewed, we still may cancel it at our option, if grounds for cancellation existed before the effective date of the renewal.

#### b. Automatic Termination

This policy will automatically terminate at the end of the policy period if you or your representative do not accept our offer to renew it. Your failure to pay the required renewal premium as we require means that you have declined our offer.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.

#### c. Other Provisions

- (1) If different requirements for cancellation and nonrenewal or termination of policies become applicable because of the laws of Idaho, we will comply with those requirements.
- (2) Proof of mailing shall be sufficient proof of notice. We may deliver a notice instead of mailing it.
- (3) The effective date and hour stated on the notice for cancellation of the entire policy shall become the end of the policy period.

(4) The effective date and time stated on the notice for reductions of coverage or cancellation of a portion of the coverage, shall be the effective date of the change. The notice shall be part of the policy. It is an endorsement.

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

If you cancel, the refund will be computed in accordance with the customary short rate table and procedure.

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

### 9. No Duplication of Benefits

Any amount paid under Coverage E will be applied against any other coverage of this policy applicable to the loss so that there is no duplication of Coverage E benefits. In no event shall a coverage limit be reduced below any amount required by law.

### Optional Payment Plan on Renewal of Policy

If we send you an offer to renew any or all of the coverages in your policy, we will send you a Renewal Premium Notice. You may pay the premium either in full or in two equal installments.

If paid in installments, we will add a service charge when the policy is renewed.

The first premium installment, including the service charge, shall be payable on or before the policy renewal date. The second installment shall be payable not later than 60 days after the renewal date.

### SPECIAL PROVISIONS

Policy fees which you pay are not part of the premium, but are fully earned when coverage is effective. They are not refundable (except as noted in a. and b. below), but may be applied as a credit to policy fees required for other insurance accepted by us.

a. If we cancel this policy during or at the end of the first policy period, we shall refund all policy fees.

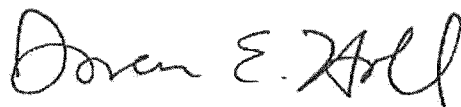
b. If you cancel this policy during or at the end of the first policy period because it does not agree with the application and is not as represented by the agent, we shall refund all policy fees.

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

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

FARMERS INSURANCE COMPANY OF IDAHO  
MID-CENTURY INSURANCE COMPANY



Secretary



Vice-President

**No Mexico Coverage  
Read This Warning Carefully**

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

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**ENDORSEMENT  
AMENDING PART IV - DAMAGE TO YOUR CAR**

**J6275**  
1st Edition

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

It is agreed that your policy is amended as follows:

Under Part IV - Damage to Your Car, Limits of Liability, item 1. (Item 2. in AZ, ID, IA, MI, MO, MT, OH, OK and WI) is deleted and replaced by the following:

1. The amount necessary to repair or replace the property or parts with other of like kind and quality; or with new property less an adjustment for physical deterioration and/or depreciation. Property of like kind and quality includes, but is not limited to, parts made for or by the vehicle manufacturer. It also includes parts from other sources such as rebuilt parts, quality recycled (used) parts and parts supplied by non-original equipment manufacturers.

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

93-6275 1ST EDITION 2-07

J6275101

**SAFETY GLASS - WAIVER OF DEDUCTIBLE  
PART IV - DAMAGE TO YOUR CAR - COVERAGE F**

**J6284**  
1st Edition

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

It is agreed that if a loss to auto safety glass is repaired rather than replaced, the deductible applying to Coverage F - Comprehensive under Part IV - Damage to Your Car is waived. If the auto safety glass is replaced, the deductible applying to Comprehensive will remain in force.

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

93-6284 1ST EDITION 2-07

J6284101

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

**J6489**  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page. It is agreed that Exclusion 6. Under PART I - LIABILITY is deleted and replaced with the following:

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

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

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

However, this exclusion does apply to any vehicle:

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

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

93-6489 1ST EDITION 5-07

J6489101

**ENDORSEMENT AMENDING DEFINITION**  
**OF INSURED PERSON UNDER PART I - LIABILITY**

**J6492**  
1st Edition

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

It is agreed that under Part I - Liability, items 2 and 3 under "**Insured Person** does not mean:" are amended to read as follows:

2. Any person, including but not limited to a **family member**, for **bodily injury** or **property damage** arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claim Act apply.
3. Any person, including but not limited to a **family member**, who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.

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

93-6492 1ST EDITION 5-07

J6492101

**SCHEDULE FOR HIGHER  
UNDERINSURED MOTORIST LIMITS**

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

For an additional premium, it is agreed that the following optional limits are added to UNDERinsured Motorist Coverage C-1, Part II of the policy. We will pay up to the limits of liability shown in the Declarations:

Coverage Designation	Limits
U11	500/500
U12	500,000 Combined Single Limit

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

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

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

It is agreed that your policy is amended as follows:

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

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

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

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

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

**J6490**  
1st Edition

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

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

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

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

93-6490 1ST EDITION 5-07

J6490101

**ENDORSEMENT AMENDING PART I - LIABILITY  
(Your E-Z Reader Car Policy)**

**J6288**  
1st Edition

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

It is agreed that Your E-Z Reader Car Policy is amended as follows:

PART I Liability, "Other Insurance" is deleted and replaced with the following:

**OTHER INSURANCE**

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

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

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

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

93-6288 1ST EDITION 2-07

J6288101



**ENDORSEMENT AMENDING  
DEDUCTIBLE PROVISIONS UNDER PART V  
(E - Z READER CAR POLICY)**

**J6689**  
1st Edition

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page. It is agreed that provisions contained in Part V - Conditions, Section 8. - Termination or Reduction of Coverage, which pertain to our right to add a \$100 deductible under Coverage F or G are deleted and replaced with the following:

"Subject to any applicable state law, Section 8. does not limit our right to add or increase a deductible under Coverage F and/or G of this policy as a condition to renewal."

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

93-6689 1ST EDITION 6-08

J6689101

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

**J6774**  
1st Edition

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

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

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

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

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

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

93-6774 1ST EDITION 2-09

J6774101

**ENDORSEMENT AMENDING DEFINITION  
OF UNINSURED MOTOR VEHICLE**

**ID010**  
**IDAHO**  
**1st Edition**

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

It is agreed that under Part II - Uninsured Motorist, the following changes apply:

1. The words "(Including Underinsured Motorist Coverage)," if shown in the title "Coverage C," are deleted from the title "Coverage C." (Does not apply to E-Z Reader Motorcycle Policy.)
2. Item 3b of "Additional Definitions Used In This Part Only" is deleted.
3. Paragraph 2 (paragraph 1-Your E-Z Reader Motorcycle Policy) under "Other Insurance" is deleted.
4. The words "Except as provided in paragraph 2 above" (paragraph 1-Your E-Z Reader Motorcycle Policy) are deleted from paragraph 3 (paragraph 2-Your E-Z Reader Motorcycle Policy) under "Other Insurance."

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

94-1823 1ST EDITION 9-08

W1823101

## **Your Policy is on a Farmers® Billing Plan**

Any increase or reduction in premium has been, or will be included as an adjustment to your billing statement. This billing statement may be enclosed or it may be mailed to you separately.

*Please pay the amount due shown on any outstanding Farmers billing statement.*

26-5071 1-09

85071101

## LOSS OF USE ENDORSEMENT

**J6279**  
1st Edition

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

For an additional premium, we will pay your extra expense arising from any of the options you have purchased as described in the schedule below and designated in the Declarations. The chosen option applies when the **loss** exceeds the deductible amount applicable under PART IV of your E-Z Reader Car Policy.

### OPTION SCHEDULE

#### COVERAGE DESIGNATION

#### COVERAGE DESCRIPTION

- K-1 We will pay you \$10 per day while **your insured car** is in the custody of a garage for repairs resulting from a **collision**. The maximum payable is \$100. If **your insured car** is a total **loss** (regardless of salvage value) we will pay you \$100.
- K-2 We will pay you \$15 per day while **your insured car** is in the custody of a garage for repairs resulting from a **Collision** or Comprehensive **loss**. The maximum payable is \$300. If **your insured car** is a total **loss** (regardless of salvage value) we will pay you \$300. This option does not cover total theft of **your insured car**.
- K-3 Car Return Expenses: If Coverage K-1, K-2 or K-4 **loss** occurs more than 50 miles from your residence, we will pay you for the reasonable and necessary extra expense for commercial transportation, gasoline, lodging and meals incurred to return **your insured car**, after it is repaired, to your residence or destination. The maximum payable for car return expenses is \$200.
- K-4 We will pay you \$25 per day while **your insured car** is in the custody of a garage for repairs resulting from a **Collision** or Comprehensive **loss**. If **your insured car** is a total **loss** (regardless of salvage value) we will pay you \$500.  
We will pay you an amount in excess of the amount paid per day under paragraph 1 of Supplementary Payments in Part IV of this policy, resulting from total theft of **your insured car**. The maximum we will pay for the combined total of paragraph 1 of Supplementary Payments and K4 is \$25 per day.  
The maximum payable under K-4 is \$500.
- K-5 We will pay you \$50 per day while **your insured car** is in the custody of a garage for repairs resulting from a **Collision** or Comprehensive **loss**. If **your insured car** is a total **loss** (regardless of salvage value) we will pay you \$1000.  
If **loss** occurs more than 50 miles from your residence we will also pay your car return expenses for the reasonable and necessary extra expense for commercial transportation, gasoline, lodging and meals incurred to return **your insured car**, after it is repaired, to your residence or destination. The maximum payable for car return expenses is \$500.  
We will pay you an amount in excess of the amount paid per day under paragraph 1 of Supplementary Payments in Part IV of this policy resulting from the total theft of **your insured car**. The maximum we will pay for the combined total of paragraph 1 of Supplementary Payments and K5 is \$50 per day.  
The maximum payable under K-5 is \$1,000.

The insurance afforded by this endorsement does not apply to any **collision** or comprehensive loss occurring before the effective date of this endorsement as shown in the Declarations.

This endorsement is also subject to the following provisions:

1. Coverage applies only to **your insured car** other than a **private passenger car, utility car, or utility trailer** not owned by you or a **family member** while being temporarily used as a substitute vehicle.
2. If you are paid under this endorsement, we shall have your rights to seek recovery. You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice these rights.
3. The premium charged for this insurance is fully earned unless the entire policy is cancelled. (Not applicable in Michigan).

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

**ENDORSEMENT AMENDING DEFINITIONS, PART I - LIABILITY,  
PART II - UNINSURED MOTORISTS AND PART V - CONDITIONS  
(Your E-Z Reader Car Policy)**

**ID011**  
1st Edition

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

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

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

**Your insured car** means:

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

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

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

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

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

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

**Additional vehicle** means a **private passenger car** or **utility car** of which you acquire possession either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

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

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

Part 1 - LIABILITY, Coverage A - Bodily Injury, Coverage B - Property Damage, Limits of Liability, is deleted and replaced with the following:

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

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

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

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

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

Part II - UNINSURED MOTORIST, Coverage C - Uninsured Motorist Coverage, Limits of Liability, item 3 is deleted and replaced with the following:

3. We will pay no more than the maximum limits of this coverage, as shown in the Declarations of this policy, for any person or vehicle insured under this Part for any one **accident** or **occurrence** regardless of the number of:
  - a. vehicles or premiums shown in the Declarations;
  - b. vehicles insured;
  - c. insured persons;
  - d. claims or claimants;
  - e. policies; or
  - f. vehicles involved in the **accident** or **occurrence**.

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

Part II - UNINSURED MOTORIST, Coverage C - Uninsured Motorist Coverage, Limits of Liability, item 4 is added and made a part of this policy:

4. The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the Declarations page.

Part V - Conditions, item 10 is added and made a part of this policy:

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

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**ENDORSEMENT AMENDING PART III - MEDICAL  
Coverage E - Medical Expense Coverage  
Your EZ Reader Car Policy**

**ID008**  
**IDAHO**  
1st Edition

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

It is agreed that your policy is amended as described below:

Part III - MEDICAL is deleted and replaced with the following:

**PART III - MEDICAL**

**Coverage E - Medical Expense Coverage**

We will pay **reasonable expenses** for **necessary medical services** incurred within three years from the date of the **accident** because of **bodily injury** sustained by an **insured person** which was discovered and treated within one year of the **accident**.

**Additional Definitions Used In This Part Only**

As used in this part, **insured person** means:

1. You or any **family member** while **occupying**, or through being struck by, a motor vehicle or trailer, designed for use on public roads.
2. Any other person while **occupying your insured car** while the car is being used by you, a **family member** or another person if that person has sufficient reason to believe that the use is with permission of the owner.

**Necessary Medical Services** means medical services which are usual and customary for treatment of the injury, including the number or duration of treatments, in the county in which those services are provided.

**Necessary Medical Services** are limited to necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and include the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses, and hearing aids. We will reimburse you for any **necessary medical services** already paid by you.

**Necessary Medical Services** do not include:

1. Treatment, services, products or procedures that are:
  - a. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
  - b. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of **bodily injury**; or
2. The use of:
  - a. Thermography or other related procedures of a similar nature; or
  - b. Acupuncture or other related procedures of a similar nature.
3. Purchase, rental cost, or use of:
  - a. Hot tubs, spas, water beds,
  - b. Exercise equipment,
  - c. Heating or vibrating devices,
  - d. Furniture or equipment not primarily designed to serve a medical purpose,
  - e. Memberships in health clubs,
  - f. Medical reports unless requested by us.

**Reasonable Expenses** means expenses which are usual and customary for **necessary medical services** in the county in which those services are provided. We will reimburse you for any **reasonable expenses** already paid by you.

**Exclusions**

This coverage does not apply for **bodily injury** to any person:

1. Sustained while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while **occupying** any vehicle while located for use as a residence or premises.
3. Sustained while **occupying** a motorized vehicle other than a **private passenger car** or **utility car**.

4. Sustained while **occupying** or when struck by any vehicle (other than **your insured car**) which is owned by or furnished or available for the regular use of you or any **family member**.
5. Sustained while **occupying** a vehicle other than the car described in the Declarations while the vehicle is being used in the business or occupation of an **insured person**.
6. Due to heart attacks, strokes, and other medical conditions or illnesses not causally related to an **accident**.
7. Occurring during the course of employment if workers' compensation benefits are required.
8. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.
9. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.
10. Where medical expenses are paid or payable by any governmental entity.

### **Determination of Coverage**

Determination of what are **reasonable expenses** and/or **necessary medical services** may be submitted to an independent medical consultant. Determination as to whether an **insured person** is legally entitled to recover, and in what amount shall be made by agreement between the **insured person** and us. If no agreement is reached, the decision will be made by arbitration.

### **Arbitration**

If an **insured person** and we do not agree, (1) that the person is entitled to recover for medical services, (2) that the medical services are a result of a covered **accident**, or (3) as to the nature, frequency, or cost of the medical services, either that person or we may demand that the issue be determined by arbitration.

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

The arbitrator shall determine (1) if the medical services are as a result of a covered **accident**, (2) if the medical services incurred are reasonable and necessary, and (3) the amount of any payment under this part as determined by this policy.

Arbitration will take place in the county where the **insured person** lives. Local court rules governing procedures and evidence will apply. The decision in writing of the arbitrator will be subject to the terms of this insurance.

### **Limit of Liability**

We will pay no more for medical expenses, including funeral expenses, than the maximum limits of this coverage, as shown in the Declarations of this policy, for any one person insured under this Part for any one **accident** regardless of the number of:

- a. vehicles described in the Declarations;
- b. vehicles insured;
- c. **insured person(s)**;
- d. claims;
- e. claimants;
- f. policies; or
- g. vehicles involved in the **accident** or **occurrence** that triggers this coverage.

In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

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

The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the Declarations page.

### **Other Insurance**

If there is other applicable automobile medical insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Any insurance we provide to any **insured person** for a substitute or non-owned motor vehicle or trailer, shall be excess over any other collectible insurance.

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

### **Our Right to Recover Payment**

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

This condition does not apply if prohibited by **state** law.

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

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## LOSS PAYABLE PROVISIONS

**J6934**  
1st Edition

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

### **Loss Payable Provisions**

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

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

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

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

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

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

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

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

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## CUSTOMIZED EQUIPMENT ENDORSEMENT

**J6674**  
1st Edition

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

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

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

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

**Customized equipment** means any furnishings or equipment, which is permanently attached to your **insured car** and common to its use, which is not the vehicle's factory available furnishings or equipment.

This includes, but is not limited to:

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

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

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

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

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## Household Pet Coverage

**J6683**  
1st Edition

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

Your policy is amended as follows:

Under Part IV Damage To Your Car, the following is added to Additional Definitions Used in This Part Only:

4. "**Household pet**" means a fully domesticated animal owned by **you** for personal companionship, such as a dog, a cat, a reptile, a bird or a rodent. Household Pet does not include any type of horse, cow, pig, sheep, goat, chicken, turkey, or captive fur-bearing animal, or any animal commonly kept for food or profit.

Under Part IV Damage To Your Car, the following is added to Supplementary Payments:

3. If you have Coverage F - Comprehensive coverage for **your insured car** and your **Household Pets** are inside that insured car during its covered total theft, we will pay reasonable amounts up to \$600 for the loss, veterinary care, burial, or disposal of any and all such **Household Pets** because of that covered total theft loss. Theft of **Household Pets** will be paid based upon their actual cash value to a maximum of \$600 per covered total theft loss for any and all **Household Pets**.
4. If you have Coverage G - Collision and your **Household Pets** are inside that insured car at the time of a covered loss under Coverage G - Collision, we will pay reasonable amounts up to a total of \$600 for the loss, veterinary care, burial, and/or disposal of all such **Household Pets** arising out of their theft, injury or death during a covered loss. Loss of **Household Pets** will be paid based upon its their actual cash value to a maximum of \$600 per covered loss for any and all **Household Pets**.

Under Part IV Damage To Your Car, the following is added to Exclusions:

12. To **Household Pets** that are injured or die from heat, dehydration, or exposure to weather or to other animals from any covered loss under Coverage F or Coverage G.

Under Part IV Damage To Your Car, the following is added to Limits of Liability:

3. Under Coverage F and Coverage G, \$600 for any one covered loss, for any and all **Household Pets** stolen, injured or killed as a result of that covered loss.

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

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## Notice of Underwriting Decision

Policy Number: 19515-03-78

Dear Valued Customer,

In addition to the information you provided us when you applied for insurance, we have considered the consumer report(s) indicated below in connection with your insurance transaction with us, which we obtained from the consumer reporting agency or agencies indicated below:

Current Carrier  
LexisNexis Consumer Center  
P.O. Box 105108  
Atlanta, GA 30348-5108  
1-800-456-6004  
[www.consumerdisclosure.com](http://www.consumerdisclosure.com)

Current Carrier

We are writing to inform you that while you may have received a lower rate on your insurance based in whole or in part on your history of prior liability insurance coverage, we were unable to offer you our lowest rate based on that information. This decision included consideration of lapses in coverage, amount and duration of prior liability coverage, type of prior carrier or an absence of prior liability insurance coverage. In this situation, we are required to send you this "adverse action notice," in accordance with the federal Fair Credit Reporting Act.

This action was taken, in whole or in part, on the basis of information supplied to us by the consumer reporting agency shown above. You have the right to obtain a free copy of your loss history report from the consumer reporting agency shown above. This request must be made no later than 60 days after you receive this notice. In addition, if you find any inaccurate or incomplete information contained in the report you receive, you have the right to dispute the matter with the consumer reporting agency. The consumer reporting agency did not make the decision regarding your policy and is unable to explain why the decision is made. If you have any questions, please contact your agent.

If you would like more information about how Farmers uses insurance scores, please visit our website at [www.farmers.com](http://www.farmers.com). Select the Products link and click either Auto or Home, select the FAQ link and click Insurance Risk Indicators. You are also welcome to contact your agent. Once again, let us say we appreciate your business.



**SAFETY GLASS  
DEDUCTIBLE BUYBACK - COVERAGE F**

**H1171**  
1st Edition

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

For an additional premium, it is agreed that the deductible applying to Coverage F - Comprehensive is replaced by a \$100 deductible for a covered **loss** to safety glass.

Our limit of liability for **loss** is the amount necessary to replace safety glass.

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

92-1171 1ST EDITION 1-05

H1171101

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## Idaho Uninsured Motorist and Underinsured Motorist Disclosure Statement

Farmer Insurance Company of Idaho

Mid-Century Insurance Company

State/District/Agent 75 67 315

Policy Number: 75 19515-03-78

Effective Date: 01-27-2012

Name Insured: JENNIFER EASTMAN

Idaho law requires that every auto liability insurance policy include **Uninsured Motorist (UM)** coverage and **Underinsured Motorist (UIM)** bodily injury coverage, unless a named insured has rejected these coverages in writing. If the insured is not provided a copy of the written rejection at the time it is made, the insured may receive a copy from the insurer upon request.

**UM** coverage may pay damages for bodily injury to an insured person who is legally entitled to collect damages from the owner or operator of a vehicle that has no insurance, or from a hit-and-run vehicle where the owner or operator is unknown.

**UIM** coverage may pay damages for bodily injury to an insured person who is legally entitled to collect damages from the owner or operator of a vehicle with inadequate limits of liability insurance coverage.

**UIM** coverage is offered in different forms by different insurers, and insurers are not required to offer more than one type of **UIM** coverage. There are two commonly available forms of **UIM** coverage - "Difference in Limits" (or "Offset") Coverage and "Excess" Coverage. Your insurance policy offers "Difference in Limits" which is briefly explained below:

- **"Difference in Limits" (or "Offset") Coverage** - The policy's **UIM** coverage limits are reduced or eliminated by the amount of any damages recovered by any insured, from or on behalf of any underinsured owner(s) or operator(s).
- **"Excess Coverage"** The policy's **UIM** coverage limits are not reduced by the amount of damages recovered from any underinsured owner(s) or operator(s). **UIM** coverage limits are available to pay damages when the insured's damages exceed what can be recovered from the owner(s) or operator(s) of an underinsured vehicle.

**This general explanation is NOT an insurance agreement. All auto liability insurance policies that include UM and/or UIM coverage have other terms and conditions that may affect or limit the availability of either coverage. For a more detailed explanation of these coverages, refer to your policy. The Idaho Department of Insurance can also provide assistance with insurance related questions. Call 800-721-3272 or visit the Department's website at [www.doi.idaho.gov](http://www.doi.idaho.gov).**

**UNINSURED AND UNDERINSURED MOTORIST COVERAGE WAIVER**

I have read the above explanation of uninsured motorist and underinsured motorist coverages. I understand that I have the right to reject either or both uninsured motorist coverage or underinsured motorist coverages. I also understand that by signing the rejection below I am informing my insurer that I do not want the rejected coverage(s) to be included under my automobile liability policy, or under any renewal or replacement of my policy. I choose to reject the coverage(s) identified below:

- I hereby reject Uninsured Motorist Bodily Injury Coverage
- I hereby reject Underinsured Motorist Bodily Injury Coverage

\_\_\_\_\_  
Named Insured's Signature

\_\_\_\_\_  
Date

**ELECTION AGREEMENT REDUCING UNINSURED/UNDERINSURED MOTORIST COVERAGE**

I have read the above explanation of uninsured motorist and underinsured motorist coverages and I have been offered the opportunity to purchase these coverages in an amount equal to my automobile liability limits. I understand that I have the right to reduce both coverages in consideration of a reduction of the premium. By checking the appropriate box, and signing below, I am informing my insurer that I want reduced coverage(s) to be included under my automobile liability policy, or under any renewal or replacement of my policy. I choose to reduce the coverage(s) identified below:

- I am selecting reduced Uninsured Motorists Bodily Injury Coverage limits of \_\_\_\_\_ per person and \_\_\_\_\_ per occurrence and I choose to reject Underinsured Motorists Bodily Injury Coverage, as I have indicated above.
- I am selecting reduced Uninsured and Underinsured Motorists Bodily Injury Coverage limits of \_\_\_\_\_ per person and \_\_\_\_\_ per occurrence. (Policy must be written for coverage limits equal to, or greater than the Minimum Financial Responsibility requirements)

\_\_\_\_\_  
Named Insured's Signature

\_\_\_\_\_  
Date



## Coverage C - 1 UNDERinsured Motorist Coverage

1D021  
IDAHO  
1st Edition

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

For an additional premium it is agreed that UNDERinsured Motorist Coverage C-1 is added to Part II of your policy.

We will pay all sums which an **insured person** is legally entitled to recover as **damages** from the owner or operator of an **UNDERinsured motor vehicle** because of **bodily injury** sustained by the **insured person**.

### Limits of Liability

- a. Our liability under the UNDERinsured Motorist Coverage cannot exceed the limits of the UNDERinsured Motorist Coverage stated in this policy, and our maximum liability under the UNDERinsured Motorist Coverage is the lesser of:
1. The difference between the amount paid in **damages** to the **insured person** by and for any person or organization who may be legally liable for the **bodily injury**, and the limit of UNDERinsured Motorist Coverage; or
  2. The amount of **damages** established but not recovered by any agreement, settlement, or judgment with or for the person or organization legally liable for the **bodily injury**.
- b. We will pay up to the limits of liability shown in the schedule below as shown in the Declarations. (Note: Not all of these limits may be available.)

<u>Coverage Designation</u>	<u>Limits</u>
U1	10/20
U2	15/30
U3	20/40
U4	25/50
U5	30/60 (Not available in Mid-Century)
U6	35/70
U7	50/100
U8	100/200
U9	100/300
U10	250/500

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

If the financial responsibility law of the place of the **accident** treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.

- d. Subject to the limit for "each person," the limit for "each **occurrence**" is the maximum combined amount for **bodily injury** sustained by two or more persons in any one **occurrence**.

### Additional Definitions Used In This Part Only

- a. **Insured person** means:

1. You or a **family member**.
2. Any other person while **occupying your insured car** or **your insured motorcycle**.
3. Any person for **damages** that person is entitled to recover because of **bodily injury** to you, a **family member**, or other occupant of **your insured car** or **your insured motorcycle**.

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

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

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

c. **Underinsured Motor Vehicle** - means a land **motor vehicle** when:

1. the ownership, maintenance or use is insured or bonded for **bodily injury** liability at the time of the **accident**, and
2. its limit for **bodily injury** liability is less than the amount of the **insured person's damages**.

An **underinsured motor vehicle** does not include a land **motor vehicle**:

- (a) insured under the liability coverage of this policy;
- (b) furnished or available for the regular use of you or any **family member**;
- (c) owned by any governmental unit or agency;
- (d) which are farm tractors and other off road designed vehicles and equipment;
- (e) defined as an "uninsured motor vehicle" in your policy;
- (f) which is self insured within the meaning of any financial responsibility law which applies.

#### **Other Insurance**

1. The amount of UNDERinsured Motorist Coverage we will pay shall be reduced by the full amount of any **bodily injury** liability bonds or policies available to any party held liable for the **accident** regardless of the **insured person's** actual recovery from the liable party.
2. If any other collectible insurance applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.
3. We will not provide insurance for a vehicle other than **your insured car** or **your insured motorcycle**, unless the owner of that vehicle has no other insurance applicable to this part.
4. If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies,<sup>®</sup> the total amount payable among all such policies shall not exceed the limits provided for the single vehicle with the highest limits of liability.

Under Part II of the policy the provisions that apply to Exclusions and Arbitration remain the same and apply to this endorsement.

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



KELLY M KIMBERLING  
PO BOX 1252  
RATHDRUM ID 83858

JENNIFER EASTMAN  
PO BOX 1903  
POST FALLS ID 838771903



# Farmers' Privacy Notice

*In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. We value your confidence in us.*

You trust us with an important part of your financial life. We are proud of our privacy policies and procedures and encourage you to review them carefully.

This notice from the member companies of the Farmers Insurance Group of Companies® listed on the back of this notice\* describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us for personal, family or household purposes. ***When state law is more protective of individuals than federal privacy law, we will protect information in accordance with state law consistent with the requirements of federal preemption.***

## Information we collect

We collect and maintain information about you to provide you with the coverage, product or service you request and to service your account.

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information we receive from you on applications or other forms, such as your social security number, assets, income and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history;
- Information we receive from a consumer reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations regarding your health.

## How we protect your information

At Farmers, our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information about you to those individuals, such as our employees and agents, who provide you with our products and services. We require those individuals to whom we permit access to your customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information.

We do not disclose any nonpublic personal information about you, as our customer or former customer, except as described in this notice.

## Information we disclose

We may disclose the nonpublic personal information we collect about you, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and to other third parties, all as permitted by law.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will abide by the privacy restrictions imposed by that organization.

We are permitted to disclose personal health information (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization, and (3) otherwise as permitted by law.

## Sharing information with affiliates

The Farmers family encompasses various affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described under **Information we collect**, to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers; and
- Non-financial service providers, such as management companies, attorneys-in-fact and billing companies.

We are permitted by law to share with our affiliates our transaction and experience information with you.

In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, that we have received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

### **Your choice**

If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an Opt-Out Form or respond to us in any way.

**If you have previously submitted a request to opt-out on each of your policies, no further action is required.**

If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-888-327-6335, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive the form.

### **Modifications to our privacy policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties. Before we do that, we will provide you with a revised privacy notice and give you the opportunity to opt-out of that type of information sharing.

### **Website**

Our website privacy notices, such as the one located at farmers.com, contain additional information particular to website use. Please pay careful attention to those notices if you transmit personal information to Farmers over the Internet.

### **Recipients of this notice**

We are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder on that policy will receive this notice, though any policyholder may request a copy of this notice. You may receive more than one copy of this notice if you have more than one policy with Farmers. You also may receive notices from affiliates, other than those listed below. Please read those notices carefully to determine your rights with respect to those affiliates' privacy practices.

### **More information about the federal laws**

This notice is required by federal law. If you would like additional information about these federal laws, please visit our website at farmers.com.

### **Signed:**

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.); Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc.; Farmers New Century Insurance Company, Farmers Group, Inc.; Farmers Reinsurance Company, Farmers Services Insurance Agency, Farmers Services Corporation, Farmers Texas County Mutual Insurance Company, Farmers Underwriters Association, Farmers Value Added, Inc.; Farmers Financial Solutions, LLC member FINRA & SIPC<sup>\*\*\*</sup>; FPS Holding, LLC; Farmers Services, LLC; ZHUS Services, LLC; Leschi Life Assurance Company, FIG Holding Company, FIG Leasing Co., Inc.; Fire Underwriters Association, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Prematic Service Corporation (California), Prematic Service Corporation (Nevada), Texas Farmers Insurance Company, Farmers New World Life Insurance Company, Truck Underwriters Association, Civic Property and Casualty Company, Exact Property and Casualty Company and Neighborhood Spirit Property and Casualty Company.

<sup>\*</sup>The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the Farmers Insurance Group of Companies.

<sup>\*\*</sup>You may obtain more information about the Securities Investor Protection Corporation (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at www.sipc.org. For information about FINRA and Broker Check you may call the FINRA Broker Check hotline at (800) 289-9999 or access the FINRA website at www.finra.org.

## **Important policyholder message**

Your policy has been issued with Uninsured Motorist and Underinsured Motorist Coverage limits equal to your Bodily Injury Liability Limits unless your agent receives a signed Disclosure Statement wherein you have either

- a) rejected either or both Uninsured Motorist and or Underinsured Motorists Coverage or
- b) signed an Election to reduce Uninsured and Underinsured Motorists Coverage.

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CLERK DISTRICT COURT  
*Robert Johnson*  
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Trudy Hanson Fouser, ISB No. 2794  
Julianne S. Hall, ISB No. 8076  
GJORDING FOUSER, PLLC  
Plaza One Twenty One  
121 North 9<sup>th</sup> Street, Suite 600  
P.O. Box 2837  
Boise, Idaho 83701-2837  
Telephone: 208.336.9777  
Facsimile: 208.336.9177  
tfouser@gfidaholaw.com  
jhall@gfidaholaw.com

*Attorneys for Defendant Farmers Insurance  
Company of Idaho*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN,

Plaintiff,

vs.

FARMERS INSURANCE COMPANY, an  
Idaho corporation,

Defendant.

Case No. CV 16-4603

ANSWER TO COMPLAINT AND  
DEMAND FOR JURY TRIAL

Defendant Farmers Insurance Company of Idaho (hereafter "Farmers" or "Defendant"), by and through its attorneys of record, Gjording Fouser, PLLC, in answer to Plaintiff's Complaint and Demand for Jury Trial ("Complaint") on file herein, admits, denies and alleges as follows:

**FIRST DEFENSE**

1. Plaintiff's Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

2. Defendant denies each and every allegation contained in the Complaint that is not specifically admitted or qualified.

PARTIES

3. In answering Paragraph 1, Defendant objects as these allegations are legal and not factual. The language of the statutes and the rules of civil procedure speak for themselves. As these allegations are not factual, the allegations do not require a response. To the extent these allegations are factual, the allegations are denied and the language and terms of policy of insurance speaks for itself.

4. In answering Paragraph 2, Defendant is without knowledge or information sufficient to form a belief as to the truth of this allegation and, therefore, denies the same.

5. In answering Paragraph 3, Defendant admits it is authorized to do business, and is actually doing business, in the State of Idaho.

6. In answering Paragraph 4, Defendant admits it issued an automobile policy of insurance, Policy Number 195150378, to Jennifer Eastman which was effective January 27, 2014 to July 27, 2014. In further response, Defendant states that the language and terms of policy of insurance speaks for itself.

7. In answering Paragraph 5, Defendant admits the same.

8. In answering Paragraph 6, Defendant admits that Plaintiff received \$50,000 from the driver of the colliding vehicle, which was the limit of the driver of the colliding vehicle's liability policy of insurance. Defendant also admits Plaintiff received payment of \$48,846.00 from the Washington State Transit Insurance Van Pool underinsured motorist policy, which carried underinsured motorist limits of \$60,000 per person. In further

response, Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, therefore, denies the same.

9. In answering Paragraphs 7 and 8, Defendant admits that Plaintiff sought underinsured motorist benefits under her own policy, Policy Number 195150378. In further response, Defendant admits that it informed Plaintiff and her counsel based on the language of Ms. Eastman's policy of insurance, specifically the "Other Insurance" clause in the UNDERinsured Motorist section of the policy, and Idaho law, no underinsured motorist coverage was available for the damages Ms. Eastman sustained as a result of the March 18, 2014, motor vehicle accident.

10. In answering Paragraph 9. Defendant objects as these allegations are legal

Fax Filed 7/29/16

Trudy Hanson Fouser, ISB No. 2794  
Julianne S. Hall, ISB No. 8076  
GJORDING FOUSER, PLLC  
Plaza One Twenty One  
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Telephone: 208.336.9777  
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tfouser@gfidaholaw.com  
jhall@gfidaholaw.com

*Attorneys for Defendant Farmers Insurance  
Company of Idaho*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN,

Plaintiff,

vs.

FARMERS INSURANCE COMPANY, an  
Idaho corporation,

Defendant.

Case No. CV 16-4603

ANSWER TO COMPLAINT AND  
DEMAND FOR JURY TRIAL

Defendant Farmers Insurance Company of Idaho (hereafter "Farmers" or "Defendant"), by and through its attorneys of record, Gjording Fouser, PLLC, in answer to Plaintiff's Complaint and Demand for Jury Trial ("Complaint") on file herein, admits, denies and alleges as follows:

FIRST DEFENSE

1. Plaintiff's Complaint fails to state a claim upon which relief may be granted.

ANSWER TO COMPLAINT AND DEMAND FOR JURY TRIAL - 1  
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## SECOND DEFENSE

2. Defendant denies each and every allegation contained in the Complaint that is not specifically admitted or qualified.

### PARTIES

3. In answering Paragraph 1, Defendant objects as these allegations are legal and not factual. The language of the statutes and the rules of civil procedure speak for themselves. As these allegations are not factual, the allegations do not require a response. To the extent these allegations are factual, the allegations are denied and the language and terms of policy of insurance speaks for itself.

4. In answering Paragraph 2, Defendant is without knowledge or information sufficient to form a belief as to the truth of this allegation and, therefore, denies the same.

5. In answering Paragraph 3, Defendant admits it is authorized to do business, and is actually doing business, in the State of Idaho.

6. In answering Paragraph 4, Defendant admits it issued an automobile policy of insurance, Policy Number 195150378, to Jennifer Eastman which was effective January 27, 2014 to July 27, 2014. In further response, Defendant states that the language and terms of policy of insurance speaks for itself.

7. In answering Paragraph 5, Defendant admits the same.

8. In answering Paragraph 6, Defendant admits that Plaintiff received \$50,000 from the driver of the colliding vehicle, which was the limit of the driver of the colliding vehicle's liability policy of insurance. Defendant also admits Plaintiff received payment of \$48,846.00 from the Washington State Transit Insurance Van Pool underinsured motorist policy, which carried underinsured motorist limits of \$60,000 per person. In further

response, Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, therefore, denies the same.

9. In answering Paragraphs 7 and 8, Defendant admits that Plaintiff sought underinsured motorist benefits under her own policy, Policy Number 195150378. In further response, Defendant admits that it informed Plaintiff and her counsel based on the language of Ms. Eastman's policy of insurance, specifically the "Other Insurance" clause in the UNDERinsured Motorist section of the policy, and Idaho law, no underinsured motorist coverage was available for the damages Ms. Eastman sustained as a result of the March 18, 2014, motor vehicle accident.

10. In answering Paragraph 9, Defendant objects as these allegations are legal and not factual. As these allegations are not factual, the allegations do not require a response. To the extent these allegations are factual, the allegations are denied and the language and terms of policy of insurance speaks for itself.

11. In answering Paragraph 10, Defendant objects as these allegations are legal and not factual. The language of the statutes and the rules of civil procedure speak for themselves. As these allegations are not factual, the allegations do not require a response. To the extent these allegations are factual, the allegations are denied and the language and terms of policy of insurance speaks for itself.

12. In answering Paragraph 11, Defendant acknowledges that Plaintiff has retained Crary, Clark, Domanico & Chuang, P.S., but denies the remainder of these allegations.

13. Plaintiff's Prayer does not require a response, but insofar as an answer is deemed necessary, Defendant denies that Plaintiff is entitled to the requested relief, or to any relief whatsoever.

**FIRST AFFIRMATIVE DEFENSE**

The policy of insurance issued to Plaintiff does not provide coverage for Plaintiff's claim.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff is estopped from recovering upon the basis set forth in their Complaint.

**RESERVATION**

Defendant reserves the right to amend this Answer to add additional affirmative defenses supported by the facts, and a failure to include all such defenses in this Answer shall not be deemed a waiver of any right to further amend this Answer.

**REQUEST FOR ATTORNEY FEES**

Defendant hereby requests that it be awarded its attorney fees and costs incurred herein pursuant to Idaho Code § 12-121 and Rule 54 of The Idaho Rules of Civil Procedure.

**DEMAND FOR JURY TRIAL**


Defendant demands a trial by a jury of not less than twelve (12) members on all issues.

WHEREFORE, this answering Defendant prays for judgment as follows:

1. Plaintiff's Complaint be dismissed with prejudice, that judgment be entered for Defendant and against Plaintiff, and that Plaintiff take nothing thereby;
2. For costs, including reasonable attorney fees to be set by the Court; and
3. For such other and further relief as the Court may deem proper.

DATED this 29<sup>th</sup> day of July, 2016.

GJORDING FOUSER, PLLC

By   
Trudy Hanson Fouser – Of the Firm  
Julianne S. Hall – Of the Firm  
*Attorneys for Defendant*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29<sup>th</sup> day of July, 2016, a true and correct copy of the foregoing was served on the following by the manner indicated:

Robert B. Crary  
Aaron A. Crary  
CRARY, CLARK, DOMANICO &  
CHUANG, P.S.  
9417 E. Trent Avenue  
Spokane, WA 99206

- U.S. Mail
- Hand-Delivery
- Overnight Delivery
- Facsimile – 509/924-7771
- Email

  
Julianne S. Hall *for*

ANSWER TO COMPLAINT AND DEMAND FOR JURY TRIAL - 5  
15017.266



**Kelly Tonkin**

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**From:** faxout@titaniumvfax.com  
**Sent:** Friday, July 29, 2016 1:01 PM  
**To:** Kelly Tonkin  
**Subject:** Fax Sent Successfully  
**Attachments:** DOC07291607292016125043.1.pdf-preview.png

Your queued fax has just completed.

To : 5099247771 *Crazy*  
From : 2083369177  
Source Email : KTonkin@gfidaholaw.com  
When : 2016-07-29 19:01:07.149332 GMT  
FileName : DOC07291607292016125043.1.pdf

A preview of the sent document is attached to this email.

**Kelly Tonkin**

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**From:** faxout@titaniumvfax.com  
**Sent:** Friday, July 29, 2016 1:40 PM  
**To:** Kelly Tonkin  
**Subject:** Fax Sent Successfully  
**Attachments:** DOC07291607292016125043.1.pdf-preview.png

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From : 2083369177  
Source Email : KTonkin@gfidaholaw.com  
When : 2016-07-29 19:39:43.581795 GMT  
FileName : DOC07291607292016125043.1.pdf

A preview of the sent document is attached to this email.

ORIGINAL

STATE OF IDAHO  
COUNTY OF KOOTENAI } SS  
FILED:

2016 SEP -1 AM 9:48

CLERK DISTRICT COURT

DEPUTY

Trudy Hanson Fouser, ISB No. 2794  
[tfouser@gfidaholaw.com](mailto:tfouser@gfidaholaw.com)  
Julianne S. Hall, ISB No. 8076  
[jhall@gfidaholaw.com](mailto:jhall@gfidaholaw.com)  
GJORDING FOUSER, PLLC  
Plaza One Twenty One  
121 North 9<sup>th</sup> Street, Suite 600  
P.O. Box 2837  
Boise, Idaho 83701-2837  
Telephone: 208.336.9777  
Facsimile: 208.336.9177

*Attorneys for Defendant Farmers Insurance  
Company of Idaho*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN,

Plaintiff,

vs.

FARMERS INSURANCE COMPANY, an  
Idaho corporation,

Defendant.

Case No. CV 16-4603

**AFFIDAVIT OF MARK E. STEVENS  
IN SUPPORT OF DEFENDANT'S  
MOTION FOR SUMMARY  
JUDGMENT**

STATE OF MONTANA)


County of Missoula) : ss.

MARK E. STEVENS, being first duly sworn upon oath, deposes and says:

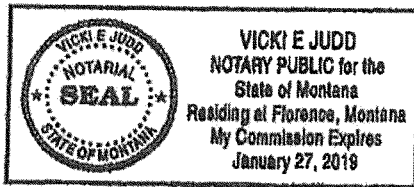
1. I am a Special Claims Representative for Farmers Insurance Company of Idaho and was the primary assigned claim representative for Jennifer Eastman's underinsured motorist claim.


AFFIDAVIT OF MARK E. STEVENS IN SUPPORT OF DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT, Page 1  
15017.266

2. Attached hereto as Exhibit A is a true and correct copy of the Farmers policy of insurance issued to Jennifer Eastman.

  
Mark E. Stevens

SUBSCRIBED AND SWORN to before me this 29<sup>th</sup> day of August, 2016.



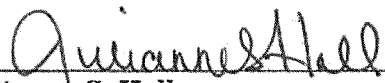
  
Notary Public for Montana  
Residing at Florence, Montana  
My Commission Expires January 27, 2019

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 30 day of August, 2016, a true and correct copy of the foregoing was served on the following by the manner indicated:

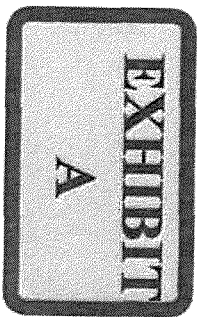
Robert B. Crary  
Aaron A. Crary  
CRARY, CLARK, DOMANICO &  
CHUANG, P.S.  
9417 E. Trent Avenue  
Spokane, WA 99206

- U.S. Mail
- Hand-Delivery
- Overnight Delivery
- Facsimile – 509/924-7771
- Email

  
Julianne S. Hall

KELLY M KIMBERLING  
PO BOX 1252  
RATHDRUM ID 83858

JENNIFER EASTMAN  
PO BOX 1903  
POST FALLS ID 838771903



**ENDORSEMENT**  
**AMENDING PART IV - DAMAGE TO YOUR CAR**

**J6275**  
1st Edition

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

It is agreed that your policy is amended as follows:

Under Part IV - Damage to Your Car, Limits of Liability, item 1. (Item 2. in AZ, ID, IA, MI, MO, MT, OH, OK and WI) is deleted and replaced by the following:

1. The amount necessary to repair or replace the property or parts with other of like kind and quality; or with new property less an adjustment for physical deterioration and/or depreciation. Property of like kind and quality includes, but is not limited to, parts made for or by the vehicle manufacturer. It also includes parts from other sources such as rebuilt parts, quality recycled (used) parts and parts supplied by non-original equipment manufacturers.

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

93-6275 1ST EDITION 2-07

J6275101

**SAFETY GLASS - WAIVER OF DEDUCTIBLE**  
**PART IV - DAMAGE TO YOUR CAR - COVERAGE F**

**J6284**  
1st Edition

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

It is agreed that if a loss to auto safety glass is repaired rather than replaced, the deductible applying to Coverage F - Comprehensive under Part IV - Damage to Your Car is waived. If the auto safety glass is replaced, the deductible applying to Comprehensive will remain in force.

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

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

**J6489**  
1st Edition

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

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

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

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

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

However, this exclusion does apply to any vehicle:

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

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

93-6489 1ST EDITION 5-07

J6489101

**ENDORSEMENT AMENDING DEFINITION**  
**OF INSURED PERSON UNDER PART I - LIABILITY**

**J6492**  
1st Edition

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

It is agreed that under Part I - Liability, items 2 and 3 under "**Insured Person** does not mean:" are amended to read as follows:

2. Any person, including but not limited to a **family member**, for **bodily injury or property damage** arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claim Act apply.
3. Any person, including but not limited to a **family member**, who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.

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

**J6485**  
1st Edition

**SCHEDULE FOR HIGHER  
UNDERINSURED MOTORIST LIMITS**

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

For an additional premium, it is agreed that the following optional limits are added to UNDERINSURED Motorist Coverage C-1, Part II of the policy. We will pay up to the limits of liability shown in the Declarations:

<b>Coverage Designation</b>	<b>Limits</b>
U11	500/500
U12	500,000 Combined Single Limit

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

93-6485 1ST EDITION 5-07

J6485101

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

**J6491**  
1st Edition

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

It is agreed that your policy is amended as follows:

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

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

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

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



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

**J6490**  
1st Edition

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

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

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

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

93-6490 1ST EDITION 5-07

J6490101

**ENDORSEMENT AMENDING PART I - LIABILITY  
(Your E-Z Reader Car Policy)**

**J6288**  
1st Edition

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

It is agreed that Your E-Z Reader Car Policy is amended as follows:

PART I Liability, "Other Insurance" is deleted and replaced with the following:

**OTHER INSURANCE**

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

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

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

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

**ENDORSEMENT AMENDING  
DEDUCTIBLE PROVISIONS UNDER PART V  
(E - Z READER CAR POLICY)**

**J6689**  
1st Edition

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

It is agreed that provisions contained in Part V - Conditions, Section 8. - Termination or Reduction of Coverage, which pertain to our right to add a \$100 deductible under Coverage I<sup>1</sup> or G are deleted and replaced with the following:

"Subject to any applicable state law, Section 8. does not limit our right to add or increase a deductible under Coverage I<sup>1</sup> and/or G of this policy as a condition to renewal."

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

93-6689 1ST EDITION 6-08

J6689101

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

**J6774**  
1st Edition

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

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

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

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

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

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

**ENDORSEMENT AMENDING DEFINITION  
OF UNINSURED MOTOR VEHICLE**

**ID010**  
**IDAHO**  
**1st Edition**

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

It is agreed that under Part II - Uninsured Motorist, the following changes apply:

1. The words "(Including Underinsured Motorist Coverage)," if shown in the title "Coverage C," are deleted from the title "Coverage C." (Does not apply to E-Z Reader Motorcycle Policy.)
2. Item 3b of "Additional Definitions Used In This Part Only" is deleted.
3. Paragraph 2 (paragraph 1-Your E-Z Reader Motorcycle Policy) under "Other Insurance" is deleted.
4. The words "Except as provided in paragraph 2 above" (paragraph 1-Your E-Z Reader Motorcycle Policy) are deleted from paragraph 3 (paragraph 2-Your E-Z Reader Motorcycle Policy) under "Other Insurance."

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

94-1823 1ST EDITION 9-08

W1823101

## Your Policy is on a Farmers® Billing Plan

Any increase or reduction in premium has been, or will be included as an adjustment to your billing statement. This billing statement may be enclosed or it may be mailed to you separately.

*Please pay the amount due shown on any outstanding Farmers billing statement.*

## LOSS OF USE ENDORSEMENT

**6279**  
1st Edition

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

For an additional premium, we will pay your extra expense arising from any of the options you have purchased as described in the schedule below and designated in the Declarations. The chosen option applies when the **loss** exceeds the deductible amount applicable under PART IV of your F-Z Reader Car Policy.

### OPTION SCHEDULE

#### COVERAGE DESIGNATION

#### COVERAGE DESCRIPTION

- K-1 We will pay you \$10 per day while **your insured car** is in the custody of a garage for repairs resulting from a **collision**. The maximum payable is \$100. If **your insured car** is a total **loss** (regardless of salvage value) we will pay you \$100.
- K-2 We will pay you \$15 per day while **your insured car** is in the custody of a garage for repairs resulting from a **Collision** or Comprehensive **loss**. The maximum payable is \$300. If **your insured car** is a total **loss** (regardless of salvage value) we will pay you \$300. This option does not cover total theft of **your insured car**.
- K-3 Car Return Expenses: If Coverage K-1, K-2 or K-4 **loss** occurs more than 50 miles from your residence, we will pay you for the reasonable and necessary extra expense for commercial transportation, gasoline, lodging and meals incurred to return **your insured car**, after it is repaired, to your residence or destination. The maximum payable for car return expenses is \$200.
- K-4 We will pay you \$25 per day while **your insured car** is in the custody of a garage for repairs resulting from a **Collision** or Comprehensive **loss**. If **your insured car** is a total **loss** (regardless of salvage value) we will pay you \$500.  
We will pay you an amount in excess of the amount paid per day under paragraph 1 of Supplementary Payments in Part IV of this policy, resulting from total theft of **your insured car**. The maximum we will pay for the combined total of paragraph 1 of Supplementary Payments and K4 is \$25 per day.  
The maximum payable under K-4 is \$500.
- K-5 We will pay you \$50 per day while **your insured car** is in the custody of a garage for repairs resulting from a **Collision** or Comprehensive **loss**. If **your insured car** is a total **loss** (regardless of salvage value) we will pay you \$1000.  
If **loss** occurs more than 50 miles from your residence we will also pay your car return expenses for the reasonable and necessary extra expense for commercial transportation, gasoline, lodging and meals incurred to return **your insured car**, after it is repaired, to your residence or destination. The maximum payable for car return expenses is \$500.  
We will pay you an amount in excess of the amount paid per day under paragraph 1 of Supplementary Payments in Part IV of this policy resulting from the total theft of **your insured car**. The maximum we will pay for the combined total of paragraph 1 of Supplementary Payments and K5 is \$50 per day.  
The maximum payable under K-5 is \$1,000.

The insurance afforded by this endorsement does not apply to any **collision** or comprehensive **loss** occurring before the effective date of this endorsement as shown in the Declarations.

This endorsement is also subject to the following provisions:

1. Coverage applies only to **your insured car** other than a **private passenger car, utility car, or utility trailer** not owned by you or a **family member** while being temporarily used as a substitute vehicle.
2. If you are paid under this endorsement, we shall have your rights to seek recovery. You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice these rights.
3. The premium charged for this insurance is fully earned unless the entire policy is cancelled. (Not applicable in Michigan).

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

Part II - UNINSURED MOTORIST, Coverage C - Uninsured Motorist Coverage, Limits of Liability, item 3 is deleted and replaced with the following:

3. We will pay no more than the maximum limits of this coverage, as shown in the Declarations of this policy, for any person or vehicle insured under this Part for any one **accident** or **occurrence** regardless of the number of:
  - a. vehicles or premiums shown in the Declarations;
  - b. vehicles insured;
  - c. insured persons;
  - d. claims or claimants;
  - e. policies; or
  - f. vehicles involved in the **accident** or **occurrence**.

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

Part II - UNINSURED MOTORIST, Coverage C - Uninsured Motorist Coverage, Limits of Liability, item 4 is added and made a part of this policy:

4. The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the Declarations page.

Part V - Conditions, item 10 is added and made a part of this policy:

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

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**ENDORSEMENT AMENDING DEFINITIONS, PART I - LIABILITY,  
PART II - UNINSURED MOTORISTS AND PART V - CONDITIONS  
(Your E-Z Reader Car Policy)**

**ID011**  
1st Edition

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

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

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

**Your insured car** means:

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

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

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

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

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

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

**Additional vehicle** means a **private passenger car** or **utility car** of which you acquire possession either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

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

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



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

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

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

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

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

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

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

The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the Declarations page.

#### **Other Insurance**

If there is other applicable automobile medical insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Any insurance we provide to any **insured person** for a substitute or non-owned motor vehicle or trailer, shall be excess over any other collectible insurance.

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

#### **Our Right to Recover Payment**

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

This condition does not apply if prohibited by **state** law.

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

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**ENDORSEMENT AMENDING PART III - MEDICAL  
Coverage E - Medical Expense Coverage  
Your EZ Reader Car Policy**

**ID008**  
IDAHO  
1st Edition

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

It is agreed that your policy is amended as described below:

Part III - MEDICAL is deleted and replaced with the following:

**PART III - MEDICAL**

**Coverage E - Medical Expense Coverage**

We will pay **reasonable expenses** for **necessary medical services** incurred within three years from the date of the **accident** because of **bodily injury** sustained by an **insured person** which was discovered and treated within one year of the **accident**.

**Additional Definitions Used In This Part Only**

As used in this part, **insured person** means:

1. You or any **family member** while **occupying**, or through being struck by, a motor vehicle or trailer, designed for use on public roads.
2. Any other person while **occupying your insured car** while the car is being used by you, a **family member** or another person if that person has sufficient reason to believe that the use is with permission of the owner.

**Necessary Medical Services** means medical services which are usual and customary for treatment of the injury, including the number or duration of treatments, in the county in which those services are provided.

**Necessary Medical Services** are limited to necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and include the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses, and hearing aids. We will reimburse you for any **necessary medical services** already paid by you.

**Necessary Medical Services** do not include:

1. Treatment, services, products or procedures that are:
  - a. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
  - b. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of **bodily injury**; or
2. The use of:
  - a. Thermography or other related procedures of a similar nature; or
  - b. Acupuncture or other related procedures of a similar nature.
3. Purchase, rental cost, or use of:
  - a. Hot tubs, spas, water beds,
  - b. Exercise equipment,
  - c. Heating or vibrating devices,
  - d. Furniture or equipment not primarily designed to serve a medical purpose,
  - e. Memberships in health clubs,
  - f. Medical reports unless requested by us.

**Reasonable Expenses** means expenses which are usual and customary for **necessary medical services** in the county in which those services are provided. We will reimburse you for any **reasonable expenses** already paid by you.

**Exclusions**

This coverage does not apply for **bodily injury** to any person:

1. Sustained while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while **occupying** any vehicle while located for use as a residence or premises.
3. Sustained while **occupying** a motorized vehicle other than a **private passenger car** or **utility car**.

4. Sustained while **occupying** or when struck by any vehicle (other than **your insured car**) which is owned by or furnished or available for the regular use of you or any **family member**.
5. Sustained while **occupying** a vehicle other than the car described in the Declarations while the vehicle is being used in the business or occupation of an **insured person**.
6. Due to heart attacks, strokes, and other medical conditions or illnesses not causally related to an **accident**.
7. Occurring during the course of employment if workers' compensation benefits are required.
8. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.
9. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.
10. Where medical expenses are paid or payable by any governmental entity.

### **Determination of Coverage**

Determination of what are **reasonable expenses** and/or **necessary medical services** may be submitted to an independent medical consultant. Determination as to whether an **insured person** is legally entitled to recover, and in what amount shall be made by agreement between the **insured person** and us. If no agreement is reached, the decision will be made by arbitration.

### **Arbitration**

If an **insured person** and we do not agree, (1) that the person is entitled to recover for medical services, (2) that the medical services are a result of a covered **accident**, or (3) as to the nature, frequency, or cost of the medical services, either that person or we may demand that the issue be determined by arbitration.

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

The arbitrator shall determine (1) if the medical services are as a result of a covered **accident**, (2) if the medical services incurred are reasonable and necessary, and (3) the amount of any payment under this part as determined by this policy.

Arbitration will take place in the county where the **insured person** lives. Local court rules governing procedures and evidence will apply. The decision in writing of the arbitrator will be subject to the terms of this insurance.

### **Limit of Liability**

We will pay no more for medical expenses, including funeral expenses, than the maximum limits of this coverage, as shown in the Declarations of this policy, for any one person insured under this Part for any one **accident** regardless of the number of:

- a. vehicles described in the Declarations;
- b. vehicles insured;
- c. **insured person(s)**;
- d. claims;
- e. claimants;
- f. policies; or
- g. vehicles involved in the **accident** or **occurrence** that triggers this coverage.

In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

## CUSTOMIZED EQUIPMENT ENDORSEMENT

**6674**  
1st Edition

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

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

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

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

**Customized equipment** means any furnishings or equipment, which is permanently attached to **your insured car** and common to its use, which is not the vehicle's factory available furnishings or equipment.

This includes, but is not limited to:

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

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

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

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

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## Household Pet Coverage

**J6683**  
1st Edition

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

Your policy is amended as follows:

Under Part IV Damage To Your Car, the following is added to Additional Definitions Used in This Part Only:

4. "**Household pet**" means a fully domesticated animal owned by **you** for personal companionship, such as a dog, a cat, a reptile, a bird or a rodent. Household Pet does not include any type of horse, cow, pig, sheep, goat, chicken, turkey, or captive fur-bearing animal, or any animal commonly kept for food or profit.

Under Part IV Damage To Your Car, the following is added to Supplementary Payments:

3. If you have Coverage F - Comprehensive coverage for **your insured car** and your **Household Pets** are inside that insured car during its covered total theft, we will pay reasonable amounts up to \$600 for the loss, veterinary care, burial, or disposal of any and all such **Household Pets** because of that covered total theft loss. Theft of **Household Pets** will be paid based upon their actual cash value to a maximum of \$600 per covered total theft loss for any and all **Household Pets**.
4. If you have Coverage G - Collision and your **Household Pets** are inside that insured car at the time of a covered loss under Coverage G - Collision, we will pay reasonable amounts up to a total of \$600 for the loss, veterinary care, burial, and/or disposal of all such **Household Pets** arising out of their theft, injury or death during a covered loss. Loss of **Household Pets** will be paid based upon its their actual cash value to a maximum of \$600 per covered loss for any and all **Household Pets**.

Under Part IV Damage To Your Car, the following is added to Exclusions:

12. To **Household Pets** that are injured or die from heat, dehydration, or exposure to weather or to other animals from any covered loss under Coverage F or Coverage G.

Under Part IV Damage To Your Car, the following is added to Limits of Liability:

3. Under Coverage F and Coverage G, \$600 for any one covered loss, for any and all **Household Pets** stolen, injured or killed as a result of that covered loss.

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



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## Notice of Underwriting Decision

Policy Number: 19515-03-78

Dear Valued Customer,

In addition to the information you provided us when you applied for insurance, we have considered the consumer report(s) indicated below in connection with your insurance transaction with us, which we obtained from the consumer reporting agency or agencies indicated below:

Current Carrier  
LexisNexis Consumer Center  
P.O. Box 105108  
Atlanta, GA 30348-5108  
1-800-456-6004  
www.consumerdisclosure.com

Current Carrier

We are writing to inform you that while you may have received a lower rate on your insurance based in whole or in part on your history of prior liability insurance coverage, we were unable to offer you our lowest rate based on that information. This decision included consideration of lapses in coverage, amount and duration of prior liability coverage, type of prior carrier or an absence of prior liability insurance coverage. In this situation, we are required to send you this "adverse action notice," in accordance with the federal Fair Credit Reporting Act.

This action was taken, in whole or in part, on the basis of information supplied to us by the consumer reporting agency shown above. You have the right to obtain a free copy of your loss history report from the consumer reporting agency shown above. This request must be made no later than 60 days after you receive this notice. In addition, if you find any inaccurate or incomplete information contained in the report you receive, you have the right to dispute the matter with the consumer reporting agency. The consumer reporting agency did not make the decision regarding your policy and is unable to explain why the decision is made. If you have any questions, please contact your agent.

If you would like more information about how Farmers uses insurance scores, please visit our website at [www.farmers.com](http://www.farmers.com). Select the Products link and click either Auto or Home, select the FAQ link and click Insurance Risk Indicators. You are also welcome to contact your agent. Once again, let us say we appreciate your business.



**SAFETY GLASS  
DEDUCTIBLE BUYBACK - COVERAGE F**

**H1171**  
1st Edition

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

For an additional premium, it is agreed that the deductible applying to Coverage F - Comprehensive is replaced by a \$100 deductible for a covered **loss** to safety glass.

Our limit of liability for **loss** is the amount necessary to replace safety glass.

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

92-1171 1ST EDITION 1-05

H1171101

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## Idaho Uninsured Motorist and Underinsured Motorist Disclosure Statement

Farmer Insurance Company of Idaho

Mid-Century Insurance Company

State/District/Agent 75 67 315

Policy Number: 75 19515-03-78

Effective Date: 01-27-2012

Name Insured: JENNIFER EASTMAN

Idaho law requires that every auto liability insurance policy include **Uninsured Motorist (UM)** coverage and **Underinsured Motorist (UIM)** bodily injury coverage, unless a named insured has rejected these coverages in writing. If the insured is not provided a copy of the written rejection at the time it is made, the insured may receive a copy from the insurer upon request.

**UM** coverage may pay damages for bodily injury to an insured person who is legally entitled to collect damages from the owner or operator of a vehicle that has no insurance, or from a hit-and-run vehicle where the owner or operator is unknown.

**UIM** coverage may pay damages for bodily injury to an insured person who is legally entitled to collect damages from the owner or operator of a vehicle with inadequate limits of liability insurance coverage.

**UIM** coverage is offered in different forms by different insurers, and insurers are not required to offer more than one type of UIM coverage. There are two commonly available forms of UIM coverage - "Difference in Limits" (or "Offset") Coverage and "Excess" Coverage. Your insurance policy offers "Difference in Limits" which is briefly explained below:

- **"Difference in Limits" (or "Offset") Coverage** - The policy's UIM coverage limits are reduced or eliminated by the amount of any damages recovered by any insured, from or on behalf of any underinsured owner(s) or operator(s).
- **"Excess Coverage"** The policy's UIM coverage limits are not reduced by the amount of damages recovered from any underinsured owner(s) or operator(s). UIM coverage limits are available to pay damages when the insured's damages exceed what can be recovered from the owner(s) or operator(s) of an underinsured vehicle.

**This general explanation is NOT an insurance agreement. All auto liability insurance policies that include UM and/or UIM coverage have other terms and conditions that may affect or limit the availability of either coverage. For a more detailed explanation of these coverages, refer to your policy. The Idaho Department of Insurance can also provide assistance with insurance related questions. Call 800-721-3272 or visit the Department's website at [www.doi.idaho.gov](http://www.doi.idaho.gov).**

**UNINSURED AND UNDERINSURED MOTORIST COVERAGE WAIVER**

I have read the above explanation of uninsured motorist and underinsured motorist coverages. I understand that I have the right to reject either or both uninsured motorist coverage or underinsured motorist coverages. I also understand that by signing the rejection below I am informing my insurer that I do not want the rejected coverage(s) to be included under my automobile liability policy, or under any renewal or replacement of my policy. I choose to reject the coverage(s) identified below:

- I hereby reject Uninsured Motorist Bodily Injury Coverage
- I hereby reject Underinsured Motorist Bodily Injury Coverage

\_\_\_\_\_  
Named Insured's Signature

\_\_\_\_\_  
Date

**ELECTION AGREEMENT REDUCING UNINSURED/UNDERINSURED MOTORIST COVERAGE**

I have read the above explanation of uninsured motorist and underinsured motorist coverages and I have been offered the opportunity to purchase these coverages in an amount equal to my automobile liability limits. I understand that I have the right to reduce both coverages in consideration of a reduction of the premium. By checking the appropriate box, and signing below, I am informing my insurer that I want reduced coverage(s) to be included under my automobile liability policy, or under any renewal or replacement of my policy. I choose to reduce the coverage(s) identified below:

- I am selecting reduced Uninsured Motorists Bodily Injury Coverage limits of \_\_\_\_\_ per person and \_\_\_\_\_ per occurrence and I choose to reject Underinsured Motorists Bodily Injury Coverage, as I have indicated above.
- I am selecting reduced Uninsured and Underinsured Motorists Bodily Injury Coverage limits of \_\_\_\_\_ per person and \_\_\_\_\_ per occurrence. (Policy must be written for coverage limits equal to, or greater than the Minimum Financial Responsibility requirements)

\_\_\_\_\_  
Named Insured's Signature

\_\_\_\_\_  
Date

**Coverage C - 1 UNDERinsured Motorist Coverage**

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

For an additional premium it is agreed that UNDERinsured Motorist Coverage C-1 is added to Part II of your policy.

We will pay all sums which an **insured person** is legally entitled to recover as **damages** from the owner or operator of an **UNDERinsured motor vehicle** because of **bodily injury** sustained by the **insured person**.

**Limits of Liability**

a. Our liability under the UNDERinsured Motorist Coverage cannot exceed the limits of the UNDERinsured Motorist Coverage stated in this policy, and our maximum liability under the UNDERinsured Motorist Coverage is the lesser of:

1. The difference between the amount paid in **damages** to the **insured person** by and for any person or organization who may be legally liable for the **bodily injury**, and the limit of UNDERinsured Motorist Coverage; or
2. The amount of **damages** established but not recovered by any agreement, settlement, or judgment with or for the person or organization legally liable for the **bodily injury**.

b. We will pay up to the limits of liability shown in the schedule below as shown in the Declarations. (Note: Not all of these limits may be available.)

<u>Coverage Designation</u>	<u>Limits</u>
U1	10/20
U2	15/30
U3	20/40
U4	25/50
U5	30/60 (Not available in Mid-Century)
U6	35/70
U7	50/100
U8	100/200
U9	100/300
U10	250/500

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

If the financial responsibility law of the place of the **accident** treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.

d. Subject to the limit for "each person," the limit for "each **occurrence**" is the maximum combined amount for **bodily injury** sustained by two or more persons in any one **occurrence**.

**Additional Definitions Used In This Part Only**

a. **Insured person** means:

1. You or a **family member**.
2. Any other person while **occupying your insured car** or **your insured motorcycle**.
3. Any person for **damages** that person is entitled to recover because of **bodily injury** to you, a **family member**, or other occupant of **your insured car** or **your insured motorcycle**.



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

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

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

c. **Underinsured Motor Vehicle** - means a land **motor vehicle** when:

1. the ownership, maintenance or use is insured or bonded for **bodily injury** liability at the time of the **accident**; and
2. its limit for **bodily injury** liability is less than the amount of the **insured person's damages**.

An **underinsured motor vehicle** does not include a land **motor vehicle**:

- (a) insured under the liability coverage of this policy;
- (b) furnished or available for the regular use of you or any **family member**;
- (c) owned by any governmental unit or agency;
- (d) which are farm tractors and other off road designed vehicles and equipment;
- (e) defined as an "uninsured motor vehicle" in your policy;
- (f) which is self insured within the meaning of any financial responsibility law which applies.

#### **Other Insurance**

1. The amount of UNDERinsured Motorist Coverage we will pay shall be reduced by the full amount of any **bodily injury** liability bonds or policies available to any party held liable for the **accident** regardless of the **insured person's** actual recovery from the liable party.
2. If any other collectible insurance applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.
3. We will not provide insurance for a vehicle other than **your insured car or your insured motorcycle**, unless the owner of that vehicle has no other insurance applicable to this part.
4. If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies,<sup>®</sup> the total amount payable among all such policies shall not exceed the limits provided for the single vehicle with the highest limits of liability.

Under Part II of the policy the provisions that apply to Exclusions and Arbitration remain the same and apply to this endorsement.

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

- (4) The effective date and time stated on the notice for reductions of coverage or cancellation of a portion of the coverage, shall be the effective date of the change. The notice shall be part of the policy. It is an endorsement.
- (5) Termination or change may result in a premium refund. If so, we will send it to you. Our making or offering of a refund is not a condition of cancellation.

If you cancel, the refund will be computed in accordance with the customary short rate table and procedure.  
If we cancel or reduce coverage, the refund will be computed on a pro rata basis.

### 9. No Duplication of Benefits

Any amount paid under Coverage E will be applied against any other coverage of this policy applicable to the loss so that there is no duplication of Coverage E benefits. In no event shall a coverage limit be reduced below any amount required by law.

### Optional Payment Plan on Renewal of Policy

If we send you an offer to renew any or all of the coverages in your policy, we will send you a Renewal Premium Notice. You may pay the premium either in full or in two equal installments.

If paid in installments, we will add a service charge when the policy is renewed.

The first premium installment, including the service charge, shall be payable on or before the policy renewal date. The second installment shall be payable not later than 60 days after the renewal date.

### SPECIAL PROVISIONS

Policy fees which you pay are not part of the premium, but are fully earned when coverage is effective. They are not refundable (except as noted in a. and b. below), but may be applied as a credit to policy fees required for other insurance accepted by us.

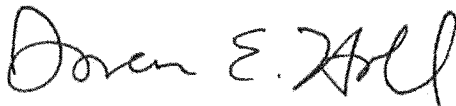
- a. If we cancel this policy during or at the end of the first policy period, we shall refund all policy fees.
- b. If you cancel this policy during or at the end of the first policy period because it does not agree with the application and is not as represented by the agent, we shall refund all policy fees.

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

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

FARMERS INSURANCE COMPANY OF IDAHO  
MID-CENTURY INSURANCE COMPANY



Secretary



Vice-President

**No Mexico Coverage  
Read This Warning Carefully**

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

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- (2) We may cancel, change the renewal date, or cancel or reduce all or any portion of any coverage by mailing notice to you, your representative, or any lienholder shown in the policy at the address shown in the Declarations or by delivering the notice:
- (a) Not less than 10 days prior to the effective date of such cancellation, reduction, or change of renewal date:
    - (i) For nonpayment of premium, or
    - (ii) If the policy has been in force less than 60 days.
  - (b) Not less than 20 days prior to the effective date of cancellation for all other cases.

If we cancel or reduce all or any portion of any coverage, the notice we send you will describe that portion we are cancelling or reducing.

- (3) Our right to cancel is limited only if this policy has been in force for 60 days, or is a renewal. We can cancel or nonrenew this policy if it has been in effect more than 60 days only if any of the following apply:
- (a) You fail to pay the premium when due.
  - (b) The insurance was obtained through material misrepresentation.
  - (c) Any insured person made a false or fraudulent claim or knowingly aided another person in making such a claim.
  - (d) You fail to disclose fully your motor vehicle **accidents** and moving violations, or losses covered under any automobile physical damage or comprehensive coverage for the preceding 36 months if called for in the application.
  - (e) You fail to disclose in the application any information necessary for acceptance or proper rating.
  - (f) You violate any terms and conditions of this policy.
  - (g) You, any resident of your household, or any person who regularly and frequently operates **your insured car**:
    - (i) has had his or her driver's license suspended or revoked within the 36 months prior to the notice of cancellation or nonrenewal of coverage.
    - (ii) is or becomes subject to epilepsy or heart attacks, and does not produce a physician's certificate stating that he or she can operate a motor vehicle safely.
    - (iii) has an **accident** or conviction record, physical or mental condition which are such that his or her operation of an automobile might endanger the public safety.
    - (iv) has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation or nonrenewal of coverage for:
      - (aa) Criminal negligence resulting in death or homicide arising out of the operation of a motor vehicle.
      - (ab) assault arising out of the operation of a motor vehicle.
      - (ac) operating a motor vehicle while intoxicated or under the influence of drugs.
      - (ad) leaving the scene of an **accident** without stopping to report it.
      - (ae) making false statements in an application for a driver's license.
      - (af) theft or unlawful taking of a motor vehicle.
      - (ag) any felony.
    - (v) has been convicted of, or forfeited bail for, three or more violations within the 36 months immediately preceding the notice of cancellation or nonrenewal, of any law, ordinance or regulation limiting the speed of motor vehicles, or any of the provisions of the motor vehicle laws of any **state**. Violations may be repetitions of the same offenses or different offenses.
    - (vi) has, while this policy is in force, engaged in a prearranged speed contest while operating or riding in **your insured car**.
    - (vii) has, within 36 months prior to the notice of cancellation or nonrenewal been addicted to the use of narcotics or other drugs.
    - (viii) uses alcoholic beverages to excess.

(h) **Your insured car is:**

- (i) so mechanically defective that its operation might endanger public safety.
- (ii) used in carrying passengers for hire or compensation. This does not include car pools.
- (iii) used in the business of transportation of flammables or explosives.
- (iv) an authorized emergency vehicle.
- (v) subject to an inspection law and has not been inspected or, if inspected, has failed to qualify within the period specified under such inspection law.
- (vi) substantially changed in type or condition during the policy period, increasing the risk substantially, or so as to give clear evidence of a use other than the original use.

(4) Part 3 above does not limit our right to add a deductible not exceeding \$100 under Coverage 1' of this policy as a condition to renewal.

(5) We will not cancel or nonrenew if:

- (a) You agree in writing to exclude a person other than you by name from operation of **your insured car**.
- (b) You also agree to exclude coverage to yourself for any negligence which may be imputed by law to you, which may arise out of the maintenance, operation or use of a motor vehicle by such excluded person.

Notice of cancellation or nonrenewal for nonpayment of premium must be mailed or delivered to you with the reason for cancellation or nonrenewal. If cancellation or nonrenewal is for any other circumstance, we will send you the reason for such cancellation or nonrenewal with the notice or we will send you a statement of your right to request the reason.

A written request must be mailed or delivered to us not less than 10 days prior to the effective date of cancellation. We will furnish you with a statement giving the reason or grounds for the notice of cancellation.

### **Nonrenewal**

If we mail or deliver a notice of nonrenewal to you, we will send you either the reason for nonrenewal or a statement of your right to request the reason for such nonrenewal. A written request must be made not less than 15 days prior to the effective date of nonrenewal.

We will mail to you at the address shown in the Declarations, or deliver to you, notice of nonrenewal not less than 30 days before the end of the policy period, if we decide not to renew or continue this policy.

This provision shall not apply in any of the following cases:

- 1. You fail to pay the premium when due.
- 2. We show a willingness to renew.

If your policy is renewed, we still may cancel it at our option, if grounds for cancellation existed before the effective date of the renewal.

#### **b. Automatic Termination**

This policy will automatically terminate at the end of the policy period if you or your representative do not accept our offer to renew it. Your failure to pay the required renewal premium as we require means that you have declined our offer.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.

#### **c. Other Provisions**

- (1) If different requirements for cancellation and nonrenewal or termination of policies become applicable because of the laws of Idaho, we will comply with those requirements.
- (2) Proof of mailing shall be sufficient proof of notice. We may deliver a notice instead of mailing it.
- (3) The effective date and hour stated on the notice for cancellation of the entire policy shall become the end of the policy period.

7. Due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the **loss** results from burning of wiring. Also coverage does apply if the **loss** results from the total theft of **your insured car**.
8. To a vehicle not owned by you when used in auto business operations.
9. During any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
10. To a van, pickup, or panel truck due to increased cost of repair or replacement of the following furnishings or equipment:
  - a. special carpeting, insulation, wall paneling, furniture or bars.
  - b. facilities for cooking and sleeping including enclosures or bathroom facilities.
  - c. height-extending roofs.
  - d. murals, paintings or other decals or graphics.

### **Limits of Liability**

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

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

### **Payment of Loss**

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

### **Appraisal**

You or we may demand appraisal of the **loss**. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable, which shall be binding subject to the terms of this insurance.

### **No Benefit to Bailee**

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

### **Other Insurance**

If there is other applicable similar insurance on any other policy that applies to a **loss** covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This coverage does not apply to any substitute or non-owned car if there is similar coverage on it. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

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

## **PART V - CONDITIONS**

### **1. Policy Period and Territory**

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

## 2. Changes

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

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

When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in your **state**. We may make other changes or replace this policy, to conform to coverage currently in use at the next policy period. The change or new policy will be delivered to you, or mailed to you at your mailing address shown in the Declarations at least 30 days before the effective date of the new policy period.

Policy terms which conflict with laws of Idaho are hereby amended to conform to such laws.

## 3. Legal Action Against Us

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

## 4. Transfer Of Your Interest

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

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

## 5. Our Right to Recover Payment

In the event of any payment under this policy, we are entitled to all the rights of recovery of the person to whom payment was made against another. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to prejudice our rights.

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

This condition does not apply if prohibited by **state** law.

It may be necessary for us to make payment under the Uninsured Motorist Coverage due to the insolvency of another insurance carrier. In such a case, our right to recover payment is limited to proceedings directly against the insolvent insurer or receiver. We will exercise those rights which the person insured by the insolvent insurer might otherwise have had, if he or she had personally made the payment.

## 6. Two or More Cars Insured

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

## 7. Bankruptcy

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

## 8. Termination or Reduction of Coverage

- a. Cancellation, nonrenewal or reduction of coverage:
  - (1) You may cancel this policy by advising us in writing when at a future date the cancellation is to be effective.

**Medical services** means necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and includes the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses and hearing aids.

**Medical services** does not include the cost of any of the following:

1. Hot tubs, spas, water beds,
2. Exercise equipment, heating or vibrating devices,
3. Membership in health clubs,
4. Medical reports unless requested by us.

### **Exclusions**

This coverage does not apply for **bodily injury** to any person:

1. Sustained while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while **occupying** any vehicle while located for use as a residence or premises.
3. Sustained while **occupying** a motorized vehicle with less than four wheels.
4. Sustained while **occupying** or, when struck by, any vehicle (other than **your insured car**) which is owned by or furnished or available for the regular use of you or any **family member**.
5. Sustained while **occupying** a vehicle other than the car described in the Declarations while the vehicle is being used in the business or occupation of an **insured person**.
6. Occurring during the course of employment if workers' or workmen's compensation benefits are required.
7. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
8. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.

### **Limit of Liability**

Regardless of the number of vehicles insured, **insured persons**, claims or policies, or vehicles involved in the **accident**, we will pay no more for medical expenses, including funeral expenses, than the limit of liability shown for this coverage in the Declarations for each person injured in any one **accident**. In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

### **Other Insurance**

If there is other applicable automobile medical insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Any insurance we provide to any **insured person** for a substitute or non-owned motor vehicle or trailer shall be excess over any other collectible insurance.

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

## **PART IV - DAMAGE TO YOUR CAR**

### **Coverage F - Comprehensive**

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

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



## Coverage G - Collision

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

## Coverage H - Towing and Road Service

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

## Additional Definitions Used In This Part Only

As used in this part:

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

## Supplementary Payments

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

## Exclusions

This coverage does not apply to **loss**:

1. To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
3. Caused by theft to equipment designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting equipment. This applies to such equipment as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, radar detector, television or scanning monitor receiver. It also applies to any electronic device incorporating any of this equipment, as well as accessories and antennas. This exclusion does not apply to that equipment which is permanently installed in the opening of the dash or console of **your insured car** normally used by the motor vehicle manufacturer for the installation of a radio or sound reproducing device.
4. Caused by theft to tapes, records, reels, cassettes, cartridges, carrying cases or other devices for use with equipment designed for the reproduction of sound.
5. To a camper body, canopy or **utility trailer** owned by you or a **family member** and not described in the Declarations. But, coverage does apply to a camper body, canopy or **utility trailer** ownership of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.
6. To awnings, cabanas or equipment designed to provide additional living facilities.

## Additional Definitions Used In This Part Only

As used in this part:

1. **Insured person** means:

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

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

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

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

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

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

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

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

## Exclusions

This coverage shall not apply to the benefit of any insurer or self-insurer under any workers' or workmen's compensation law, or directly to the benefit of the United States, or any **state** or any political subdivision.

This coverage shall not apply to punitive or exemplary **damages** or the cost of defense related to such **damages**.

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

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

## Limits of Liability

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

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

If the financial responsibility law of the place of the **accident** treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.

2. Subject to the limit for "each person", the limit for "each **occurrence**" is the maximum combined amount for **bodily injury** sustained by two or more persons in any one **occurrence**.
3. Subject to the law of the **state** of the **occurrence**, we will pay no more than these maximums regardless of the number of vehicles insured, **insured persons**, claims, claimants, policies, or vehicles involved in the **occurrence**.

### **Other Insurance**

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

### **Arbitration**

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

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

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

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

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

## **PART III - MEDICAL**

### **Coverage E - Medical Expense Coverage**

We will pay reasonable expenses incurred within three years from the date of **accident** for necessary **medical services** and funeral expenses because of **bodily injury** sustained by an **insured person**.

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

As used in this part, **insured person** or **insured persons** means:

1. You or any **family member** while **occupying**, or through being struck by, a motor vehicle or trailer, designed for use on public roads.
2. Any other person while **occupying your insured car** while the car is being used by you, a **family member** or another person if that person has sufficient reason to believe that the use is with permission of the owner.

- b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.
- c. Up to \$300 for the cost of bail bonds required because of **accident** or traffic law violation arising out of use of **your insured car**.

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

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

### Exclusions

This coverage does not apply to:

- 1. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
- 2. **Bodily injury** or **property damage**;
  - a. Caused intentionally by or at the direction of an **insured person**, or
  - b. Arising from any **occurrence** caused by an intentional act of an **insured person** where the results are reasonably foreseeable.
- 3. **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy insurance. This exclusion applies even if the limits of that insurance are exhausted.
- 4. **Bodily injury** to an employee of an **insured person** arising in the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' or workmen's compensation benefits are required.
- 5. **Bodily injury** or **property damage** for any person while employed or otherwise engaged in the business or occupation of transporting, selling, repairing, servicing, storing or parking of vehicles designed for use mainly on public highways, including road testing or delivery.

This exclusion does not apply to the ownership, maintenance or use of **your insured car** by you, any **family member**, or any partner, agent, or employee of you or any **family member**. This exclusion also does not apply to any other person who does not have other insurance available to him with limits equal to at least those of the Idaho Financial Responsibility Law. In such event, the insurance afforded that person will be limited to the requirements of the Idaho Financial Responsibility Law.

- 6. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle by any person employed or otherwise engaged in a business other than the business described in Exclusion 5. This exclusion does not apply to the maintenance or use of a:
  - a. **Private passenger car**.
  - b. **Utility car** that you own, if rated as a **private passenger car**, or
  - c. **Utility trailer** used with a vehicle described in a. or b. above.
- 7. Damage to property owned or being transported by an **insured person**.
- 8. Damage to property rented to, or in the charge of, an **insured person** except a residence or private garage not owned by that person.
- 9. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
- 10. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by or furnished or available for regular use by you or a **family member**.
- 11.
  - a. Liability for **bodily injury** to an **insured person** other than you or a **family member**.
  - b. Liability to any person or organization because of **bodily injury** to you.
- 12. Liability assumed under any contract or agreement except liability of others you assume in a written contract relating to the use of an auto you do not own.
- 13. Liability arising from the sponsoring or taking part in any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.

14. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or use by any person of a vehicle in which you have transferred full ownership interest but the transfer does not comply with the transfer of ownership provisions of the **state** motor vehicle law.
15. Punitive or exemplary **damages** or the cost of defense related to such **damages**.

### Limits of Liability

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

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

### Out of State Coverage

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

### Conformity with Financial Responsibility Laws

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

### Other Insurance

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

We will provide insurance for an **insured person**, other than you or a **family member**, up to the limits of the Idaho Financial Responsibility Law only.

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

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

## PART II - UNINSURED MOTORIST

### Coverage C - Uninsured Motorist Coverage (Including Underinsured Motorist Coverage)

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

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

## AGREEMENT

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

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**Your insured car** means:

1. The vehicle described in the Declarations of this policy or any **private passenger car** or **utility car** with which you replace it. You must advise us within 30 days of any change of **private passenger car** or **utility car**. If your policy term ends more than 30 days after the change, you can advise us anytime before the end of that term.
2. Any additional **private passenger car** or **utility car** of which you acquire ownership during the policy period. Provided that:
  - a. You notify us within 30 days of its acquisition, and
  - b. As of the date of acquisition, all **private passenger** and **utility cars** you own are insured with a member company of the Farmers Insurance Group of Companies.

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

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

## WHAT TO DO IN CASE OF ACCIDENT

### Notice

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

## Other Duties

A person claiming any coverage of this policy must also:

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

## PART I - LIABILITY

### Coverage A - Bodily Injury

### Coverage B - Property Damage

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

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

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

### Additional Definitions Used In This Part Only

**Insured person** as used in this part means:

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

**Insured person** does not mean:

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

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

### Supplementary Payments

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

1. All costs we incur in the settlement of any claim or defense of any suit
2. Interest after entry of judgment on any amount that does not exceed our limit of liability.
3. a. Premiums on appeal bonds on any suit we defend.

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

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

IT CONTAINS CERTAIN EXCLUSIONS.

**READ YOUR POLICY CAREFULLY.**



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**UNDERWRITTEN BY:**

FARMERS INSURANCE COMPANY OF IDAHO, POCA TELLO, IDAHO  
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

**Supplemental Declarations Page**

Named Insured:  
JENNIFER EASTMAN  
PO BOX 1903  
POST FALLS ID 838771903

Policy Number:  
75 19515-03-78

**Discounts:**

AUTO/RENTER	INCLUDED
TRANSFER	INCLUDED
EARLY SHOPPING	INCLUDED
EFT	INCLUDED
GROUP	INCLUDED

# Supplemental Declarations Page

Dates of Losses or Citations

Operators:

Losses:

Citations:

.....

**UNDERWRITTEN BY:**

FARMERS INSURANCE COMPANY OF IDAHO, POCATELLO, IDAHO  
 A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

**Policy Summary**

Household Drivers				
Name	Rated	Marital Status	Date of Birth	Driver License No.
JENNIFER EASTMAN	RATED	SINGLE	**-*-1980	*****5G
Vehicles				
Vehicle 1				
2005 TOYOTA RAV4 4D 4WD				
<b>Usage:</b> Non-Business	<b>Usage:</b>	<b>Usage:</b>	<b>Usage:</b>	
<b>ZIP Code:</b> 83854	<b>ZIP Code:</b>	<b>ZIP Code:</b>	<b>ZIP Code:</b>	
<b>Additional Coverages/Messages:</b> DED. REDUCED TO \$100 FOR GLASS LOSS COVERAGE FOR J6279 IS K5 COVERAGE FOR J6485 IS U11	<b>Additional Coverages/Messages:</b>	<b>Additional Coverages/Messages:</b>	<b>Additional Coverages/Messages:</b>	
<b>New Business/Add Date:</b> 01-27-2012	<b>New Business/Add Date:</b>	<b>New Business/Add Date:</b>	<b>New Business/Add Date:</b>	

## Coverage Designations

Coverages — We provide insurance only for those coverages indicated by a specific limit, deductible or other notation, and for which a premium for the coverage is shown.

Bodily Injury	— Bodily Injury Liability	<b>Coverage Shown By Premium</b>	
Property Damage	— Property Damage Liability	Towing	— A premium amount shown reflects the charge for Towing and Road Service Coverage.
Uninsured/Underinsured Motorist	— Benefits for Bodily Injury caused by Uninsured/Underinsured Motorists	Other	— A premium amount shown reflects the charge for one or more miscellaneous coverages added by endorsement to the policy.
Medical	— Medical Expense Insurance, Family Medical Expense, and Guest Medical Expense - See Policy Provision.		
No-Fault	— See Endorsement or coverage D if applicable.		
Comprehensive	— Comprehensive Car Damage		
Collision	— Collision - Upset		

If a refund is due under this policy and the insured cannot be located, we may deduct a handling charge.

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

## Loss payable provisions

**(Applicable only if lienholder is named, and no other Automobile loss payable endorsement is attached to the policy)**

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

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

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

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

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

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

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

This Declarations page when signed by us, becomes part of the policy. It supersedes and controls anything to the contrary. It is subject to all the other terms of the policy.

**UNDERWRITTEN BY:**

FARMERS INSURANCE COMPANY OF IDAHO, POCATELLO, IDAHO  
 A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

**DECLARATIONS**

**Transaction type:** NEW BUSINESS

The Effective date is from TIME APPLIED FOR. \* \* \* \* The policy may be renewed for an additional policy term, as specified in the renewal offer, each time the Company offers to renew by sending a bill for the required renewal premium, and the insured pays said premium in advance of the respective renewal date. The Policy is issued in reliance upon the statements in the Declarations.

<b>Insured's name and address:</b> JENNIFER EASTMAN PO BOX 1903 POST FALLS ID 838771903		Policy number: 75 19515-03-78 Policy edition: 01 Effective date: 01-27-2012 Expiration date: 07-27-2012 Expiration time: 12:00 NOON Standard Time Account number: D541556514
<b>Issuing office:</b> 23175 NW Bennett St. Hillsboro, OR 97124		Agent: KELLY M KIMBERLING Agent no: 75 67 315 Agent phone: (208) 687-5525

**Description of vehicles**

Veh.	Year	Make	Model	Vehicle Identification Number
1	2005	TOYOTA	RAV4 4D 4WD	JTEHD20V550070756

**COVERAGES**

**PREMIUMS**

Coverage	Limits/Deductible		Vehicle 1		
Liability	Each Person	Each Occurrence			
Bodily Injury	\$ 500,000	\$ 500,000	\$ 45.80		
Property Damage		\$ 100,000	\$ 32.70		
Medical/No-Fault	\$ 10,000		\$ 17.30		
Comprehensive Deductible	Vehicle 1	\$ 500 DEDUCTIBLE	\$ 24.10		
Collision Deductible	Vehicle 1	\$ 500 DEDUCTIBLE	\$ 84.30		
Towing			NOT COVERED		
Other			\$ 49.40		
		Premium Per Vehicle	\$ 253.60		
<b>Total Fees for this Transaction</b>	\$ 15.00	Fees Per Vehicle	\$ 15.00		
UNINSURED MOTORIST Bodily Injury	Each Person \$ 500,000	Each Occurrence \$ 500,000	The charge for this coverage applies on a per policy basis. \$ 13.20		
UNDERINSURED MOTORIST Bodily Injury	Each Person \$ 500,000	Each Occurrence \$ 500,000	The charge for this coverage applies on a per policy basis. \$ 3.60		
		<b>Total Policy Premium</b>	\$ 270.40		

Countersignature

  
 Authorized Representative

**ENDORSEMENTS - ENDORSEMENTS ARE PART OF THE POLICY AND AMEND THE POLICY.**

ENDORSEMENT NUMBER	EDITION NUMBER	TITLE AND DESCRIPTION	Applies to the following Vehicle(s):
H1171	1ST	SAFETY GLASS DEDUCTIBLE BUYBACK - COVERAGE F	1
ID008	1ST	END AMENDING PART III - MEDICAL COVERAGE E	1
ID010	1ST	END AMENDING DEFINITION OF UM VEHICLE	1
ID011	1ST	END AMENDING DEFINITIONS, PART 1 - LIABILITY	1
ID021	1ST	COVERAGE C - 1 UNDERINSURED MOTORIST COVERAGE	1
J6275	1ST	ENDORSEMENT AMENDING PART IV - DAMAGE TO YOUR CAR	1
J6279	1ST	LOSS OF USE ENDORSEMENT	1
J6284	1ST	SAFETY GLASS - WAIVER OF DEDUCTIBLE PART IV	1
J6288	1ST	ENDORSEMENT AMENDING PART 1 - LIABILITY	1
J6485	1ST	SCHEDULE FOR HIGHER UNDERINSURED MOTORISTS LIMITS	1
J6489	1ST	AMENDED BUSINESS USE EXCLUSION	1
J6490	1ST	END ADDING REGULAR AND FREQUENT USE EXCLUSION	1
J6491	1ST	END AMENDING CUSTOMIZING EQUIPMENT EXCLUSION	1
J6492	1ST	END AMENDING DEFINITION OF INSURED PERSON	1
J6674	1ST	CUSTOMIZING EQUIPMENT ENDORSEMENT	1
J6683	1ST	HOUSEHOLD PET COVERAGE	1
J6689	1ST	AMENDING DEDUCTIBLE PROVISIONS UNDER PART V	1
J6774	1ST	END AMENDING DEFINITIONS; PART IV - DAMAGE	1

**MESSAGES / RATING INFORMATION**

SEE IT ALL ONLINE. GO TO FARMERS.COM OR CONTACT YOUR FARMERS AGENT AND 'GO PAPERLESS' WITH ELECTRONIC DOCUMENT DELIVERY TO YOUR E-MAIL ADDRESS. PLEASE CONTACT YOUR FARMERS AGENT FOR A FREE FARMERS FRIENDLY REVIEW TO ENSURE THAT YOUR FAMILY IS PROPERLY PROTECTED AND THAT YOU ARE RECEIVING ALL OF THE DISCOUNTS/CREDITS, COVERAGES AND PACKAGE POLICIES AVAILABLE.

**LIENHOLDER OR OTHER INTEREST:**

Veh.		Veh.	
Veh.		Veh.	

**POLICY ACTIVITY** Do not pay - Invoice sent separately

	Previous Balance	
\$	270.40	Premium
\$	15.00	Fees
		Payments or Credits
N/A		Total

ANY "TOTAL" BALANCE OR CREDIT OF \$11.00 OR LESS WILL BE APPLIED TO YOUR NEXT BILLING. BALANCES OVER \$11.00 ARE DUE UPON RECPT.

# Farmers® Privacy Notice

*In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. We value your confidence in us.*

You trust us with an important part of your financial life. We are proud of our privacy policies and procedures and encourage you to review them carefully.

This notice from the member companies of the Farmers Insurance Group of Companies® listed on the back of this notice<sup>1</sup> describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us for personal, family or household purposes. *When state law is more protective of individuals than federal privacy law, we will protect information in accordance with state law consistent with the requirements of federal preemption.*

## Information we collect

We collect and maintain information about you to provide you with the coverage, product or service you request and to service your account.

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information we receive from you on applications or other forms, such as your social security number, assets, income and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history;
- Information we receive from a consumer reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations regarding your health.

## How we protect your information

At Farmers, our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information about you to those individuals, such as our employees and agents, who provide you with our products and services. We require those individuals to whom we permit access to your customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information.

We do not disclose any nonpublic personal information about you, as our customer or former customer, except as described in this notice.

## Information we disclose

We may disclose the nonpublic personal information we collect about you, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and to other third parties, all as permitted by law.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will abide by the privacy restrictions imposed by that organization.

We are permitted to disclose personal health information (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization, and (3) otherwise as permitted by law.

## Sharing information with affiliates

The Farmers family encompasses various affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.



We may disclose nonpublic personal information, as described under **Information we collect**, to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers; and
- Non-financial service providers, such as management companies, attorneys-in-fact and billing companies.

We are permitted by law to share with our affiliates our transaction and experience information with you.

In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, that we have received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

### Your choice

If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an Opt-Out Form or respond to us in any way.

**If you have previously submitted a request to opt-out on each of your policies, no further action is required.**

If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-888-327-6335, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive the form.

### Modifications to our privacy policy

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties. Before we do that, we will provide you with a revised privacy notice and give you the opportunity to opt-out of that type of information sharing.

### Website

Our website privacy notices, such as the one located at farmers.com, contain additional information particular to website use. Please pay careful attention to those notices if you transmit personal information to Farmers over the Internet.

### Recipients of this notice

We are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder on that policy will receive this notice, though any policyholder may request a copy of this notice. You may receive more than one copy of this notice if you have more than one policy with Farmers. You also may receive notices from affiliates, other than those listed below. Please read those notices carefully to determine your rights with respect to those affiliates' privacy practices.

### More information about the federal laws

This notice is required by federal law. If you would like additional information about these federal laws, please visit our website at farmers.com.

### Signed:

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.); Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc.; Farmers New Century Insurance Company, Farmers Group, Inc.; Farmers Reinsurance Company, Farmers Services Insurance Agency, Farmers Services Corporation, Farmers Texas County Mutual Insurance Company, Farmers Underwriters Association, Farmers Value Added, Inc.; Farmers Financial Solutions, LLC member FINRA & SIPC<sup>1</sup>; FFS Holding, LLC; Farmers Services, LLC; ZIUS Services, LLC; Leschi Life Assurance Company, FIG Holding Company, FIG Leasing Co., Inc.; Fire Underwriters Association, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Pematic Service Corporation (California), Pematic Service Corporation (Nevada), Texas Farmers Insurance Company, Farmers New World Life Insurance Company, Truck Underwriters Association, Civic Property and Casualty Company, Exact Property and Casualty Company and Neighborhood Spirit Property and Casualty Company.

<sup>1</sup>The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the Farmers Insurance Group of Companies.

<sup>2</sup>You may obtain more information about the Securities Investor Protection Corporation (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at www.sipc.org. For information about FINRA and Broker Check you may call the FINRA Broker Check hotline at (800) 289-9999 or access the Jennifer Eastman vs. Farmers Insurance Company Docket No. 44889 FAR53 151 of 378

## Important policyholder message

Your policy has been issued with Uninsured Motorist and Underinsured Motorist Coverage limits equal to your Bodily Injury Liability Limits unless your agent receives a signed Disclosure Statement wherein you have either

- a) rejected either or both Uninsured Motorist and or Underinsured Motorists Coverage or
- b) signed an Election to reduce Uninsured and Underinsured Motorists Coverage.

25-8683 1-09

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## YOUR E-Z-READER CAR POLICY IDAHO

Farmers Insurance Group of Companies®  
4680 Wilshire Boulevard, Los Angeles, California 90010

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Dear Customer,

The member Companies and Exchanges of the Farmers Insurance Group of Companies take this opportunity to say "Thank You" for your recent business.

Your needs for insurance protection are very important to us. We are committed to providing you with the best customer service at the lowest cost possible.

If you haven't already done so, please take a moment to review your policy to assure you understand the coverages. This is a very important document that you'll want to keep in a safe place.

If you have any questions regarding your policy or if you would like information about other coverages, feel free to contact us.

Again, thank you for choosing us for your insurance protection. We look forward to serving you.

Sincerely,

***KELLY M KIMBERLING***

(208) 687-5525

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<http://www.farmersinsurance.com>

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**CERTIFICATE OF LIABILITY INSURANCE - STATE OF IDAHO**

**Named insured**

JENNIFER EASTMAN  
PO BOX 1903  
POST FALLS ID 838771903

**Policy number:** 195150378  
**Effective date:** 01-27-2012  
**Expiration date:** 07-27-2012  
**NAIC number:** 21601

FARMERS INSURANCE COMPANY OF IDAHO, POCATELLO, IDAHO, an authorized Idaho Insurer, in compliance with Section 49-1231, *Idaho Code*, certifies that it has issued a policy of motor vehicle liability insurance in an amount not less than that required by Section 49-117, *Idaho Code*, for the described motor vehicle(s).

**Vehicle description:**

2005 TOYOTA RAV4 4D 4WD

**Registered Owner:**

JTEHD20V550070756 JENNIFER EASTMAN

Agent name: KELLY M KIMBERLING

Phone no: (208) 687-5525

OFFICE ISSUING THIS CARD: 23175 NW Bennett St. Hillsboro, OR 97124

25-6420 10-10 **Keep this certificate in your vehicle at all times. Read reverse side carefully.**

**KEEP WITH VEHICLE**

A6420211



### What to do in case of accident

1. **Stop and check for injuries. Call an ambulance, if anyone is injured.**
2. **Warn other drivers to prevent further damage.** Set flares. Signal with flashlight at night.
3. **Notify the police.** Many times a passing driver or bystander will do this for you.
4. **Gather the facts.** Be sure to get the names of witnesses, as well as other pertinent information. (i.e. driver's license number, insurance information and description of the other vehicle)
5. **Be careful what you say.** Don't admit responsibility. Investigation may show you were not responsible.
6. **Report to proper authorities.** Each state has its own requirements for such reports. Know the law for your state and comply.
7. **CONTACT HELPPPOINT® IMMEDIATELY! FOR 24-HOUR CLAIMS SERVICE, CALL US TOLL FREE AT 1-800-HELPPPOINT (1-800-435-7764) FOR ASSISTANCE. PARA ESPAÑOL LLAME AL 1-877-RECLAMO (1-877-732-5266).**

A6420212

ORIGINAL

STATE OF IDAHO  
COUNTY OF KOOTENAI  
FILED: ss

2016 SEP -1 AM 9:43

CLERK DISTRICT COURT

DEPUTY

Trudy Hanson Fouser, ISB No. 2794

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Boise, Idaho 83701-2837

Telephone: 208.336.9777

Facsimile: 208.336.9177

*Attorneys for Defendant Farmers Insurance  
Company of Idaho*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN,

Plaintiff,

vs.

FARMERS INSURANCE COMPANY, an  
Idaho corporation,

Defendant.

Case No. CV 16-4603

**MEMORANDUM IN SUPPORT OF  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT**

COMES NOW Defendant Farmers Insurance Company of Idaho, by and through its undersigned counsel of record, Gjording Fouser, PLLC, and hereby submits the following memorandum in support of its motion for summary judgment.

**I. INTRODUCTION**

This declaratory judgment action arises from an underinsured motorist claim asserted by Ms. Eastman after a motor vehicle accident on March 18, 2014. The issue in

**MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT,**

Page 1

15017.266

Jennifer Eastman vs Farmers Insurance Company

Docket No. 44889

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this case is whether the Farmers insurance policy provides underinsured motorist coverage for the accident, or whether Ms. Eastman is limited in her recovery of underinsured motorist benefits to the policy issued to the Washington State Transit Insurance Van Pool.

## II. STATEMENT OF UNDISPUTED FACTS

At all times relevant, Jennifer Eastman was the named insured on a policy issued by Farmers Insurance Company of Idaho, an E-Z Reader Car Policy – Idaho, 1<sup>st</sup> Edition for her 2005 Toyota RAV 4. *See Affidavit of Mark Stevens, Exhibit 1, and Plaintiff's Complaint, ¶ 4.* Ms. Eastman had purchased underinsured motorist coverage for her insured vehicle. *See Affidavit of Stevens, Exhibit 1, and Plaintiff's Complaint, ¶ 4.*

On March 18, 2014, Ms. Eastman was a passenger in a 2009 Chevrolet Van, owned by Spokane Transit Authority, which was rear-ended on Interstate 90. *See Plaintiff's Complaint, ¶ 5.* She was participating in an organized government ride share or ride pool program. The Van was insured with the Washington State Transit Insurance Van Pool. *See Plaintiff's Complaint, ¶ 6.*

Ms. Eastman recovered her damages from the tortfeasor. *See Plaintiff's Complaint, ¶ 6.* She received the limits of tortfeasor's liability policy. *See Plaintiff's Complaint, ¶ 6.* Additionally, the Washington State Transit Insurance Van Pool maintained \$60,000 in underinsured motorist coverage. *See Plaintiff's Complaint, ¶ 6.* Due to multiple claimants, Ms. Eastman received approximately \$47,000 in underinsured motorist benefits from the Washington State Transit Insurance Van Pool policy. *See Plaintiff's Complaint, ¶ 6.*

Thereafter, Ms. Eastman sought additional underinsured motorist benefits under her own policy with Farmers. *See Plaintiff's Complaint, ¶ 7.*

### III. RELEVANT POLICY PROVISIONS

Ms. Eastman's Farmers' policy, Endorsement ID 021A, provides as follows:

#### Coverage C-1 UNDERinsured Motorist Coverage

...

We will pay all sums which an **insured person** is legally entitled to recover as **damages** from the owner or operator of an **UNDERinsured motor vehicle** because of **bodily injury** sustained by the **insured person**.

#### Limits of Liability

a. Our liability under the UNDERinsured Motorist Coverage cannot exceed the limits of the UNDERinsured Motorist Coverage stated in this policy, and our maximum liability under the UNDERinsured Motorist Coverage is the lesser of:

1. The difference between the amount paid in **damages** to the **insured person** by and for any person or organization who may be legally liable for the **bodily injury**, and the limit of UNDERinsured Motorist Coverage; or
2. The amount of **damages** established but not recovered by any agreement, settlement, or judgment with or for the person or organization legally liable for the **bodily injury**.

...

#### Other Insurance

3. We will not provide insurance for a vehicle other than **your insured car** or **your insured motorcycle**, unless the owner of that vehicle has no other insurance applicable to this part.

*See Affidavit of Stevens, Exhibit A.*

#### IV. STANDARD OF REVIEW

Rule 56 of the Idaho Rules of Civil Procedure sets out the standard for bringing a motion for summary judgment. Summary judgment is proper when there is no genuine issue of material fact and the only remaining questions are questions of law. *Cherry v. Coregis Ins. Co.*, 146 Idaho 882, 884, 204 P.3d 522, 524 (2009). The moving party bears the burden of proving the absence of material facts. *Kiebert v. Goss*, 144 Idaho 225, 228, 159 P.3d 862, 865 (2007) (citing *Hei v. Holzer*, 139 Idaho 81, 85, 73 P.3d 94, 98 (2003)). Once the moving party establishes the absence of a genuine issue of material fact, the burden shifts to the nonmoving party to show the existence of a genuine issue of material fact. “The non-moving party must come forward with evidence by way of affidavit or otherwise that contradicts the evidence submitted by the nonmoving party and that establishes the existence of a material issue of disputed fact.” *Id.* (citing *Zehm v. Assoc. Logging Contractors, Inc.*, 116 Idaho 349, 350, 775 P.2d 1191, 1192 (1988)).

#### V. ARGUMENT

1. Under Idaho law, Farmers’ policy (*i.e.*, UIM Endorsement ID021A and paragraph 3, the “Other Insurance” clause of the UIM Endorsement ID021A) is unambiguous and enforceable.

As discussed above, paragraph 3 of the “Other Insurance” clause in the UIM Endorsement in the Farmers’ policy states: We will not provide insurance for a vehicle other than your insured car or your insured motorcycle, unless the owner of that vehicle has no other insurance applicable to this part. Here, Ms. Eastman was injured in a vehicle other than her “insured car,” the Toyota Rav 4. Additionally, the owner of the Van had underinsured motorist coverage which has paid Ms. Eastman for her injuries. Under the

terms of the Farmers' policy, there is no underinsured motorist coverage for Ms. Eastman for this accident.

In 2003, the Idaho Supreme Court addressed these facts and the "Other Insurance" clause in the Farmers underinsured motorist policy. *Purdy v. Farmers Ins. Co.*, 138 Idaho 443, 446, 65 P.3d 184, 187 (2003).<sup>1</sup> Specifically, following an auto accident occurring in 1997, the Purdys' challenged this non-owned, but insured UIM clause in a Farmers' policy. *Purdy*, 138 Idaho at 446, 65 P.3d at 187.

As background, prior to the 1997 accident in *Purdy*, the Purdys had purchased an underinsured motorist policy from Farmers Insurance with underinsured limits of \$100,000. *Id.* at 445. Beth Purdy was severely injured while riding as a passenger in a car owned and operated by her mother. *Id.* Her mother's car was rear-ended by a truck. *Id.* The truck driver's liability policy settled with the Purdys for \$17,500. *Id.* Her mother maintained an underinsured motorist policy with Farmers Alliance and had underinsured motorist limits of \$25,000. *Id.* Farmers Alliance paid the Purdys underinsured motorist benefits of \$25,000 under her mother's policy. *Id.*

Like in this case, the Purdys then submitted a proof of loss to Farmers Insurance in an attempt to obtain additional underinsured motorist benefits under their own policy. *Id.* In *Purdy*, Farmers denied the Purdys' claim for underinsured motorist benefits based on the above-referenced "Other Insurance" clause because Ms. Purdy was injured in a vehicle which was not her "insured car" and the owner of the car (her mother) had an underinsured

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<sup>1</sup> Of note, in the Purdys' Farmers policy, this clause was found in paragraph 4, but otherwise was identically worded to the subject policy.

motorist policy. *Id.* Thereafter, the Purdys filed a lawsuit against Farmers alleging breach of contract and bad faith. *Id.* In the subsequent litigation, Farmers filed a motion for summary judgment on the Purdys' claim for bad faith. *Id.* On summary judgment, Farmers argued there was no bad faith cause of action because there was no coverage under the policy. *Id.*

In opposing Farmers' summary judgment, the Purdys argued that the policy contained several ambiguities. Under Idaho law, a policy provision is ambiguous if it is reasonably subject to differing interpretations. *Moss v. Mid-Am. Fire and Marine Ins. Co.*, 103 Idaho 298, 647 P.2d 754 (1982). Additionally, when deciding whether or not a particular provision is ambiguous, the court must consider the provision within the context in which it occurs in the policy. *North Pac. Ins. Co. v. Mai*, 130 Idaho 251, 939 P.2d 570 (1997).

In that case, the Purdys argued that the phrase, "We will not provide insurance for a vehicle other than your insured car" was redundant when read with conjunction with the similarly worded underinsured motorist exclusion which provided "this coverage does not apply to bodily injury sustained by a person if the person was occupying a vehicle you do not own which is insured for this coverage under another policy." *Purdy*, 138 Idaho at 447, 65 P.3d at 188. The Purdys argued that this redundancy made the policy ambiguous. *Id.*

On appeal, the Court noted that while redundancy may be considered when interpreting an ambiguous provision in an insurance policy, redundancy does not by itself make policy provisions ambiguous. *Id.*

Ultimately, in *Purdy*, the Idaho Supreme Court concluded that the language in the Farmers' policy was unambiguous. *Id.* at 448. The Court also affirmed the District Court's holding that there was no coverage under the Purdys' Farmers policy for Ms. Purdy's injuries because she was injured in a vehicle that was not her insured vehicle and the owner had an underinsured motorist policy. *Id.*

Similarly, in this case, based on *Purdy v. Farmers Ins. Co.*, this Court should conclude that the "Other Insurance" clause in Farmers' policy is unambiguous and enforceable. Moreover, the Court should grant Defendant's Motion for Summary Judgment and conclude that there is no underinsured motorist coverage under the Policy for Ms. Eastman because she was not injured in an insured vehicle and the owner of that vehicle maintained underinsured motorist coverage.

## VI. CONCLUSION

For the foregoing reasons, Farmers Insurance Company of Idaho respectfully requests the Court grant its motion for summary judgment and find that coverage is excluded under the terms of the Policy.

DATED this 30 day of August, 2016

GJORDING FOUSER, PLLC

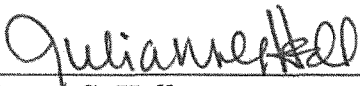
By Julianne Stoll  
Trudy Hanson Fouser – Of the Firm  
Julianne S. Hall – Of the Firm  
*Attorneys for Defendant*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 30 day of August, 2016, a true and correct copy of the foregoing was served on the following by the manner indicated:

Robert B. Crary  
Aaron A. Crary  
CRARY, CLARK, DOMANICO &  
CHUANG, P.S.  
9417 E. Trent Avenue  
Spokane, WA 99206

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\_\_\_\_\_  
Julianne S. Hall

ORIGINAL

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Telephone: 208.336.9777  
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*Attorneys for Defendant Farmers Insurance  
Company of Idaho*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN,

Plaintiff,

vs.

FARMERS INSURANCE COMPANY, an  
Idaho corporation,

Defendant.

Case No. CV 16-4603

**DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT**

STATE OF IDAHO  
COUNTY OF KOOTENAI  
FILED:

2016 SEP -1 AM 9:43

CLERK DISTRICT COURT  
Mona M. Norman  
DEPUTY

COMES NOW Defendant Farmers Insurance Company of Idaho, by and through its undersigned counsel of record, Gjording Fouser, PLLC, and hereby moves this Court for a summary judgment.

This motion is made pursuant to Idaho Rule of Civil Procedure 56, and is supported by memorandum and affidavit of Mark Stevens filed contemporaneously herewith.



DATED this 30 day of August, 2016

GJORDING FOUSER, PLLC

By Julianne S. Hall  
Trudy Hanson Fouser – Of the Firm  
Julianne S. Hall – Of the Firm  
*Attorneys for Defendant*

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Julianne S. Hall  
Julianne S. Hall

2016 SEP 14 AM 11:59

CLERK DISTRICT COURT

DEPUTY

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*Attorneys for Defendant Farmers Insurance  
Company of Idaho*

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI**

**JENNIFER EASTMAN,**

Plaintiff,

vs.

**FARMERS INSURANCE COMPANY, an  
Idaho corporation,**

Defendant.

Case No. CV 16-4603

**DEFENDANT'S STATEMENT OF  
UNDISPUTED FACTS IN SUPPORT  
OF DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT**

COMES NOW Defendant Farmers Insurance Company of Idaho, by and through its undersigned counsel of record, Gjording Fouser, PLLC, and hereby submits this Statement of Undisputed Facts in support of Defendant's Motion for Summary Judgment as required by this Court's Pre-Trial Order.

1. At all times relevant, Jennifer Eastman was the named insured on a policy issued by Farmers Insurance Company of Idaho, an E-Z Reader Car Policy – Idaho, 1<sup>st</sup>

Edition for her 2005 Toyota RAV 4. *See Affidavit of Mark Stevens, Exhibit 1, and Plaintiff's Complaint, ¶ 4.* Ms. Eastman had purchased underinsured motorist coverage for her insured vehicle. *See Affidavit of Stevens, Exhibit 1, and Plaintiff's Complaint, ¶ 4.*

2. On March 18, 2014, Ms. Eastman was a passenger in a 2009 Chevrolet Van, owned by Spokane Transit Authority, which was rear-ended on Interstate 90. *See Plaintiff's Complaint, ¶ 5.* She was participating in an organized government ride share or ride pool program. The Van was insured with the Washington State Transit Insurance Van Pool. *See Plaintiff's Complaint, ¶ 6.*

3. Ms. Eastman recovered her damages from the tortfeasor. *See Plaintiff's Complaint, ¶ 6.* She received the limits of tortfeasor's liability policy. *See Plaintiff's Complaint, ¶ 6.* Additionally, the Washington State Transit Insurance Van Pool maintained \$60,000 in underinsured motorist coverage. *See Plaintiff's Complaint, ¶ 6.* Due to multiple claimants, Ms. Eastman received approximately \$47,000 in underinsured motorist benefits from the Washington State Transit Insurance Van Pool policy. *See Plaintiff's Complaint, ¶ 6.*

4. Thereafter, Ms. Eastman sought additional underinsured motorist benefits under her own policy with Farmers. *See Plaintiff's Complaint, ¶ 7.*

DATED this 14 day of September, 2016

GJORDING FOUSER, PLLC

By Julianne Hall  
Trudy Hanson Fouser – Of the Firm  
Julianne S. Hall – Of the Firm  
*Attorneys for Defendant*

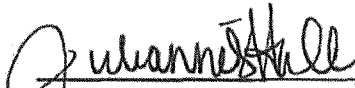
**DEFENDANT'S STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, Page 2**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14 day of September, 2016, a true and correct copy of the foregoing was served on the following by the manner indicated:

Robert B. Crary  
Aaron A. Crary  
CRARY, CLARK, DOMANICO &  
CHUANG, P.S.  
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Julianne S. Hall

2016 SEP 30 AM 9:46

CLERK DISTRICT COURT  
*Maria M. Hoza*  
DEPUTY

ROBERT B. CRARY (ISB#5693)  
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*Attorneys for Plaintiff*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN, a single woman,  
  
Plaintiff,  
  
v.  
  
FARMERS INSURANCE COMPANY,  
an Idaho corporation,,  
  
Defendants.

Case No. 16-4603

**MEMORANDUM IN SUPPORT OF  
CROSS MOTION FOR SUMMARY  
JUDGMENT AND OPPOSITION TO  
DEFENDANT'S SUMMARY  
JUDGMENT**

**I. INTRODUCTION**

This is a declaratory judgment action initiated by Jennifer Eastman, the Plaintiff, asking the court to find she is entitled to underinsured motorist coverage (UIM) under her policy of insurance with Farmers Insurance Company. Defendant, Farmers, asserts that the Plaintiff is not entitled to coverage since she was injured while traveling in another vehicle (Van) that carried its own UIM policy. Plaintiff asserts that since the at-fault vehicle and the Van had inadequate insurance to cover her injuries, Plaintiff can look to her remaining UIM coverage with Farmers to pay her uncompensated damages.

## II. UNDISPUTED FACTS

1. Jennifer Eastman is a 35-year-old registered nurse employed by Providence Sacred Heart Medical Center in Spokane, Washington. She is a single mother of one and resides in Post Falls, Idaho. On March 18, 2014, Jennifer was a passenger in a Spokane transit Authority bus traveling from Spokane to Post Falls. Spokane Transit Authority provides van pool bus services (Van) from the Idaho border to downtown Spokane. While being transported from Spokane to Post Falls the bus she was traveling in was violently struck from behind by a vehicle driven by Sydney Salzman. Ms. Eastman and 3 other individuals, who were riding in the van, were also injured.

2. Ms. Eastman claims that the injury caused venous thrombosis that required surgery. As a result of the injury and subsequent surgery she lost considerable amounts of income and incurred medical expenses in excess of \$209,237.60. In addition, Ms. Eastman suffers residual complications from the injury.

3. Ms. Salzman was insured with Progressive Insurance Company with policy limits of \$50,000.00 per person/\$100,000.00 per accident. On June 12, 2015, Ms. Salzman's insurance company settled with Jennifer Eastman for policy limits of \$50,000.00. See Affidavit of Aaron A. Crary, **Exhibit A**.

4. The Spokane Transit Authority bus that Ms. Eastman was a passenger in provides UIM coverage in the amount of \$60,000.00, total for each bodily injury occurrence for passengers who are injured in their vehicles. After exhausting Ms. Salzman's insurance limits the 4 injured claimants made claims against the \$60,000.00

UIM coverage. The parties and their attorneys mutually agreed to settle the claims for the policy limits of \$60,000.00.00 with \$48,846.00 going to Ms. Eastman. See Affidavit of Aaron A. Crary, **Exhibit B**. Clearly Ms. Eastman suffered the greatest injury.

5. In an email dated January 22, 2016 this office informed the Farmers insurance adjuster, Mark Stevens of Plaintiff's intent to settle the STA UIM portion of the insurance coverage and providing Farmers with the option to purchase that interest. See Affidavit of Aaron A. Crary, **Exhibit C**. On February 10, 2016, a letter was received from Farmers Insurance denying coverage under Ms. Eastman's UIM coverage. See Affidavit of Aaron A. Crary, **Exhibit D**.

6. On April 15, 2016, a settlement demand/proof of loss was provided to Farmers Insurance demanding policy limits minus credit for amounts recovered from other available coverage. See Affidavit of Aaron A. Crary, **Exhibit E**.

7. During the time period relevant to this matter, January 27, 2014, through July 27, 2014, Farmers had issued a policy of insurance to Plaintiff. Under the policy, Plaintiff had \$500,000.00 in underinsured motorist coverage (UIM). See Affidavit of Aaron A. Crary, **Exhibit F**.

8. On March 18, 2014, Plaintiff was traveling in a Van transpiration bus in Washington State when the vehicle was struck by another vehicle, injuring the Plaintiff.

Farmer's bases its UIM coverage denial on the policy language relating to "other insurance":

COVERAGE C-1 UNDERinsured Motorist Coverage (FORM W2449102)

**Other Insurance**

3. We will not provide insurance for a vehicle other than your insured car or insured motorcycle, unless the owner of that vehicle has no other insurance applicable to this part.

See Exhibit F at Page 63.

**III. ARGUMENT**

The Declaratory Judgment Act, Idaho Code Title 10, chapter 12, bestows the authority to declare rights, status, or other legal relations. A declaratory judgment may be rendered in a case where an actual or justiciable controversy exists. *Harris v. Cassia County*, 106 Idaho 513, 516, 681 P.2d 988, 991 (1984). Here, an actual controversy exists between Plaintiff and Famers regarding UIM coverage.

It is appropriate for the Court to determine this declaratory judgment on summary judgment. As I.R.C.P. 56(c) states:

The judgment sought shall be rendered if the pleadings, depositions or other admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is genuine issues as to the amount of damages.

I.R.C.P. 56(c). Summary judgment in this declaratory action is appropriate as there are no disputed facts as to Farmers' refusal to pay UIM coverage. The issue presented is purely legal. The Court should find that Plaintiff is entitled to UIM coverage because (1) public policy supports covering Plaintiff for the offset damages, and (2) the language in Plaintiff's insurance agreement supports UIM coverage.



**A. The Public Policy Behind Requiring UIM Coverage Supports Plaintiff's UIM Coverage Claim With Farmers.**

Farmers' denial of UIM based upon the "Other Insurance" provision in the insurance policy violates Idaho public policy. In 2008, the Idaho Legislature amended I.C. § 41-2502 to require insurance companies to offer UIM coverage. The UIM requirement created public policy to protect Idahoans from being undercompensated for their injuries:

The Legislature clearly enacted the UIM amendments to protect the citizens of this State from being undercompensated for their injuries..."

*Hill v. American Family Mutual Insurance Company*, 150 Idaho 619, 627 (2011). By requiring UIM coverage, the Idaho Legislature acted to protect citizens from underinsured drivers:

The Legislature accordingly intends to protect Idaho's citizens from driver's carrying policies above the statutorily required policy levels but who have insurance insufficient to compensate their tort victims.

*Id.* at 624. The Court in *Hill* elaborated that the Legislature mandated UIM coverage for two reasons: (1), to protect Idahoans with catastrophic injuries who would find themselves without coverage; and (2), to avoid the anomaly that injured Idaho motorists be in a position to collect more if the at fault driver had no insurance than if the driver was underinsured. *Id.* at 626.

Prior to 2008, Idaho statutes did not contain a UIM mandate. The absence of any UIM mandate prohibited insured's from making public policy arguments for UIM coverage:

[T]he sole reason there was no clear public policy regarding UIM coverage was because 'Idaho statutes do not regulate underinsured motorist coverage.'

*Hill*, 150 Idaho at 623 (citing *Andrae v. Idaho Counties Risk Mgmt. Prgm. Underwriters*, 145 Idaho 33, 36 (2007)).

We have rejected public policy challenges related to UIM policies *only* because 'our statutes do not require an automobile insurer to include underinsured vehicle coverage in its policies or even to off this coverage to its insureds.

*Id.* (citing *Farmers Ins. Co. v. Buffa*, 119 Idaho 345, 347, 806 P.2d 438, 440 (1991) (emphasis added)).

The 2008 UIM mandate creates public policy related to UIM coverage and changes prior Idaho case law. After 2008, the *Hill* case was the first to apply public policy considerations to UIM coverage. *Hill* involved an insured's claim for UIM when the insured had settled with the tortfeasor for below policy limits for bodily injury. The question was whether an "exhaustion" clause in the insurance contract requiring the insured to deplete the tortfeasor's bodily insurance limit before making a claim against the UIM violated public policy. In ruling that it violated public policy, the Court focused on the 2008 UIM mandate as public policy that UIM exhaustion clauses thwart "the Legislature's goal of protecting motorists from underinsured drivers." *Id.* at 626. The Court noted that requiring insureds to secure full recovery would cause unnecessary litigation costs, expense, and delay if an insured was required to secure full recovery prior to making a UIM claim. *Id.* Furthermore, the Court noted that Idaho courts would have to suffer

through unnecessary litigation so that claimants could preserve their benefits. *Id.* The Court agreed with other jurisdictions finding exhaustion clauses against public policy, citing the importance placed on UIM coverage public policy:

[T]he insured's ability to recover UIM benefits should be 'scrupulously guarded' because 'UIM coverage is intended to provide excess coverage to compensate an insured against losses for which there would otherwise be no coverage.'

*Id.* (emphasis added) (citing *Horace Mann Ins. Co. v. Adkins*, 599 S.E.2d 720, 725-26 (2004)).

Now that public policy attaches to UIM coverage, prior Idaho cases dealing with UIM must be re-visited. For instance, *Purdy v. Farmer's Insurance Company*, 65 P.3d 184 (2002), would not be good case law. In *Purdy*, the Court denied UIM coverage under facts and language similar to our case, finding that the language in the policy was not ambiguous. But *Purdy* only dealt contract interpretation arguments: public policy arguments were not argued or addressed. With the 2008 UIM mandate, the law changed, invalidating *Purdy's* holding.

Other jurisdictions have found that "other insurance" provisions related to UIM denials violate public policy. See *Kline v. Farmers Insurance Exchange*, 277 Neb. 874 (2009); (Exclusion denying UIM coverage when a person is injured while occupying vehicle they do not own but is insured for UIM coverage under another's policy was void and against public policy); *Estate of Sinn by Sinn v. Mid-Century Ins. Co.*, 288 Ill.App.3d 193 (1997) ("Other insurance" provision that states that the insurer would not provide UIM benefits for vehicle other than the

owned insured car unless the other owner lacked UIM coverage was against public policy.); *Veach v. Farmers Ins. Co.*, 460 N.W.2d 845 (Iowa 1990) (UIM policy exclusion is void against public policy because it excludes from coverage any vehicle not owned by the named insured which has UIM coverage under a different policy.) Finding UIM coverage in this case is consistent with these other jurisdictions.

In our case, UIM coverage is now mandated and the public policy considerations identified in *Hill* support a finding of UIM coverage here. Plaintiff received a total of \$98,846.00 in compensation from the tortfeasor and the Van's UIM coverage. Plaintiff claims damages well above this total amount recovered. As *Hill* identified, UIM is meant to protect Idaho citizen's from drivers with insufficient insurance coverage. To deny Plaintiff a UIM claim would leave her in a position where she suffered a catastrophic injury "without redress." This flies directly in the face of the UIM public policy considerations.

Another concern mentioned in *Hill* is the contradictory situation that Plaintiff would be in a better position if the Van carried no coverage at all than if it carried its minimum \$60,000. Farmers argues that since the Van had (the bare minimum) UIM coverage, Plaintiff cannot seek the benefit of her remaining \$500,000 UIM policy. Under this interpretation, if the Van had no insurance, Plaintiff would be able to pursue the entire \$500,000. This is not proper. Placing a Plaintiff in a position to recover more if a driver was uninsured than underinsured is an anomaly of prior case law: an anomaly that the UIM mandate is meant to

rectify. Here, Plaintiff should benefit the same from insurance coverage she purchased whether the Van carried UIM or not.

The bottom line is, Plaintiff paid for UIM coverage of \$500,000 under her policy. Plaintiff asserts damages well above the total recoverable insurance of \$98,846.00. Plaintiff's right to recover UIM benefits must be "scrupulously guarded...to provide excess coverage to compensate [plaintiff] against losses for which there would otherwise be no coverage." Plaintiff deserves to be compensated for coverage she paid for. Denial of UIM coverage in this instance violates public policy.

**B. Under The Terms Of The Insurance Agreement, Plaintiff Is Entitled To UIM Coverage.**

*2008 Language Defining UIM*

The general rule is that because insurance contracts are adhesion contracts, typically not subject to negotiation between the parties, any ambiguity that exists in the contract "must be construed most strongly against the insurer." *Mutual of Enumclaw Ins. Co. v. Roberts*, 128 Idaho 232, 235, (1996). The question of whether a policy is ambiguous is a question of law over which this Court exercises free review. *Baker v. Farm Bureau Mut. Ins. Co. of Idaho, Inc.*, 130 Idaho 415, 416-417 (Ct. App. 1997). "To determine whether a policy is ambiguous, the Court must ask whether the policy 'is reasonably subject to conflicting interpretation.'" *Mutual of Enumclaw v. Box*, 127 Idaho 851, 853 (1995).

In 2008 the Legislature required a standard disclosure form that informs policy holders about their UIM coverage. This standard language specifically describes UIM as providing “difference in limits” or “offset” coverage to insureds when there is insufficient insurance coverage from other owners or operators:

IDAHO UNINSURED MOTORIST & UNDERINSURED MOTORIST  
DISCLOSURE STATEMENT (FORM 8169101)

UIM coverage may pay damages for bodily injury to an insured person who is legally entitled to collect damages from the owner or operator of a vehicle with inadequate limits of liability insurance coverage.

UIM coverage is offered in different form by different insurers, and insurers are not required to offer more than one type of UIM coverage. There are two commonly available forms of UIM coverage - “Difference in limits” (or “Offset”) Coverage and “Excess” Coverage. Your insurance policy offers “Difference in Limits” which is briefly explained below:

- **“Difference in Limits” (or “Offset”) Coverage** – The policy’s UIM coverage limits are reduced or eliminated by the amount of any damages *recovered by any insured, from or on behalf of any underinsured(s) owner or operator(s).*

Affidavit of Aaron A. Crary, **Exhibit F at Page 60.** (emphasis added).

The language of the Disclosure plainly states that the insured’s recovery from its own UIM is merely “offset” by the amount she recovers from “any underinsured.” The Disclosure identifies an “offset” irrespective of who is underinsured, whether it be an owner *or* operator. The remaining UIM isn’t terminated, but the insured is able to recover the “difference in [the] limits.” The Disclosure’s plain language defines UIM coverage to be offset by the amount Plaintiff recovered from other owners/operators.

Farmers' position that Plaintiff loses her entire UIM benefit is contrary to the language in the 2008 insurance policy. Farmer's denial is based solely on the old "other insurance" language in the policy, which reads:

**Other Insurance**

3. We will not provide insurance for a vehicle other than your insured car or your insured motorcycle, unless the owner of that vehicle has no other insurance applicable to this part.

Affidavit of Aaron A. Crary, **Exhibit F at Page 63**. Farmers denied Plaintiff's UIM claim on the basis of this "other insurance" provision, arguing that the Supreme Court in its 2002 *Purdy* decision found this provision was not ambiguous. While is an accurate description of *Purdy's* holding, the insurance policy in that case is different from the modified 2008 insurance policy. The 2008 Disclosure modified UIM coverage and previous policy provisions explaining that UIM would be "offset" by "any damages" recovered from "any underinsured owner or operator."

The plain language "offset" applies in Plaintiff's case. Plaintiff received \$50,000.00 from the at-fault party, and \$48,846.00 from the underinsured operator she was riding in. As the Disclosure explains, Plaintiff's UIM claim must be offset by any damages she recovers from "**any** underinsured owner or operator." Plaintiff recovered \$98,846.00. Consistent with the terms of the insurance agreement and the Disclosure, Plaintiff is entitled to pursue the remaining difference in limits of \$401,154.00 from her own policy.

### *Out of State Coverage*

Under the plain language of the policy, when the insured is injured in another state, the policy provides protection equal to that of the host state:

#### **Out of State Coverage**

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

See Affidavit of Aaron A. Crary, **Exhibit F at Page 6** (emphasis added). Plaintiff was traveling in Washington State when she was injured. Under this policy language, Plaintiff receives coverage equal to that mandated by Washington State. Under Washington law Plaintiff is entitled to the highest limit between competing UIM coverage policies: (“The policy may provide that if an injured person has other similar insurance available to him or her under other policies, the total limits of liability of all coverages shall not exceed the higher of the applicable limits of the respective coverages”) RCW 48.22.030(6). Plaintiff’s UIM limit is \$500,000.00 under her Farmers’ policy.

#### **IV. CONCLUSION**

Based on the 2008 UIM mandate, and the included policy, this Court should grant Plaintiff summary judgment, declaring she is entitled to claim her remaining UIM benefits. Furthermore, this Court should also find that the Disclosure and plain language of the policy, or the ambiguous language read in her favor, permit Plaintiff to make a claim against her UIM.



DATED this 27 day of September, 2016.

CRARY, CLARK, DOMANICO & CHUANG.

By: 

AARON A. CRARY

ROBERT B. CRARY

Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 28 day of September, 2016, I served a true and correct copy of the above and foregoing document to the following person(s) as follows:

Ms. Trudy Fouser  
Ms. Julianne S. Hall  
121 N. 9<sup>th</sup> Street, Suite 600  
Boise, ID 83701  
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U.S. Mail  
 Facsimile  
 Courier Service  
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 Email

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ROBERT B. CRARY (ISB#5693)  
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9417 E. Trent Avenue  
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*Attorneys for Plaintiff*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

JENNIFER EASTMAN, a single woman, )  
)  
)  
)  
Plaintiff, )  
)  
)  
vs. )  
)  
)  
FARMERS INSURANCE COMPANY, )  
an Idaho corporation, )  
)  
Defendants. )  
)  
)  
)

Case No: CV 16-4603  
PLAINTIFF'S MOTION  
FOR SUMMARY  
JUDGMENT

COMES NOW Plaintiff, Jennifer Eastman, by and through her attorneys of record, AARON A. CRARY and ROBERT B. CRARY, of CRARY, CLARK DOMANICO AND CHUANG, P.S. and hereby moves this court for a summary judgment.

This motion is made pursuant to Idaho Rule of Civil Procedure 56, and is supported by memorandum and Affidavit of Aaron A. Crary. Oral Argument requested.

PLAINTIFF'S MOTION  
FOR SUMMARY JUDGMENT - 1

DATED this 27 day of September, 2016.

CRARY, CLARK, DOMANICO & CHUANG, P.S.

By: 

AARON A. CRARY

ROBERT B. CRARY

Attorneys for Jennifer Eastman

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