Achievable

PERSONAL LINES INSURANCE DUMP SHEET

Personal auto policy

What the PAP means by its terms

- **Bodily injury** includes death
- **Family member:** related by blood, marriage or adoption and resident in the household — a ward or foster child counts
- **Occupying:** in or upon, or getting in, on, out of or off — "alighting from" the auto
- **Trailer:** built to be pulled by a private passenger auto. A farm wagon or implement under tow is a trailer
- **Covered auto / owned auto:** the vehicle described on the declarations page
- **Coverage territory:** the United States and its possessions, Puerto Rico, and Canada

Part A — liability

- Pays bodily injury and property damage to others the insured is legally responsible for, with prejudgment interest, and settles or defends the claim. **Defense costs are paid on top of the limit**
- **Split limits** are three numbers — 15/30/10 means $15,000 per person for bodily injury, $30,000 per accident, and $10,000 per accident for property damage
- An insured is the named insured or a resident family member using the auto, anyone using it with permission, and anyone vicariously liable for either
- It follows the named insured and family members into a **non-owned auto** as well
- Supplementary payments, on top of the limit:
  - Bail bonds to **$250**
  - Appeal and attachment bond premiums
  - Interest accruing after judgment
  - Lost earnings to **$200 a day** for attending at the insurer's request
  - Other reasonable expenses at the insurer's request
- Not covered: intentional injury or damage; property owned or transported by the insured; an employee's work injury (except a domestic employee outside workers compensation); a vehicle for hire; business use other than farming or ranching; a vehicle used without permission; nuclear liability; vehicles with fewer than four wheels or built for off-road use; a vehicle furnished for the insured's regular use, such as a company car; and racing

Parts B, C and D

- Part B — **medical payments:** medical and funeral expenses for an insured or a guest occupant, for expenses incurred **within three years** of the accident

  A named insured struck as a pedestrian by a road vehicle is covered. Living in the vehicle is not.
- Part C — **uninsured motorist:** compensatory damages for bodily injury caused by an uninsured driver, written per person and per accident
  - An uninsured vehicle is one with no insurance, a hit-and-run, or one whose insurer denies the claim or is insolvent
  - The standard form requires **physical contact** with the hit-and-run vehicle; some states waive it under "phantom vehicle" rules
  - Not uninsured: a government vehicle, an approved self-insurer, a rail vehicle, or one used as a residence
  - **Underinsured motorist** covers the shortfall where the at-fault driver's limits are too low. Declining UM coverage is done in writing
- Part D — **damage to the insured auto**, both subject to a deductible:
  - **Collision:** upset, or impact with another auto or an object. Paid regardless of fault, then subrogated
  - **Other than collision (comprehensive):** falling objects, fire, explosion, earthquake, windstorm, hail, water, flood, theft, vandalism, riot, glass breakage, and contact with a bird or animal
- **Transportation expenses: $20 a day to a maximum of $600**, with no deductible. For a stolen auto it starts **48 hours** after the theft and runs to 30 days
- Part D excludes a vehicle carrying passengers for hire, wear and tear and mechanical breakdown, war and nuclear perils, radar detectors, custom furnishings, and sound or communication equipment that is not permanently installed. Damage to a non-owned **trailer** is capped at $500

Parts E and F, and endorsements

- Part E — **duties after a loss:** notify the insurer promptly, cooperate with the investigation, file a police report where required, submit to physical examination, authorize records, and send a **written proof of loss**

  A notice of loss is not a proof of loss, and nothing is paid until the proof arrives.
- Part F — **general provisions:** the insured is bound even if the insured is bankrupt; changes take a written endorsement; fraud voids coverage; the insured may not sue until every obligation is met
- **Termination:** the insured may cancel in writing at any time. The insurer must give **10 days** notice for nonpayment and **30 days** for anything else, and may decline to renew for any reason
- **Other state coverage:** driving in another state raises the insured's limits to that state's minimums
- **Extended non-owned coverage:** liability for an insured who owns no auto while driving any non-owned vehicle
- **Towing and labor:** towing a disabled covered auto and labor **at the place it broke down** — never work done after it reaches the shop