

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

VICKIE RAWLINS, on behalf of herself)
and all others similarly situated)
and)

Plaintiff)

vs.)

Civil Action No. _____

ESURANCE PROPERTY AND)
CASUALTY INSURANCE COMPANY)

JURY TRIAL DEMANED

Defendant.)

NOTICE OF REMOVAL

Defendant, Esurance Property and Casualty Insurance Company, removes to this Court the state court action described below. Removal is proper under 28 U.S.C. § 1332(a), because under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), 28 U.S.C. § 1441 (a) and (b), and 28 U.S.C. § 1453, this is a putative class action with more than 100 putative class members that places in controversy an amount more than \$5,000,000, and there is at least minimal diversity of citizenship.

NATURE OF THE CASE

1. On February 12, 2021, Plaintiff, Vickie Rawlins, commenced an action against Defendant on behalf of herself and a putative class in the Circuit Court of the St. Louis County, Missouri, entitled *Rawlins v. Esurance Property and Cas. Ins. Co.*, Case No.21SL-CC00671. Service was first effectuated on Defendant on May 10, 2021.

2. In compliance with 28 U.S.C. § 1446(b), this Notice of Removal is therefore filed within thirty (30) days after service of the Complaint upon Defendant, thus rendering this removal timely.

3. Plaintiff's underlying state court action asserts a claim for breach of contract. Plaintiff alleges that she was covered by an insurance policy issued by Esurance (the "Policy"), and that she was involved in a motor vehicle accident on or about March 30, 2016. Compl. ¶¶ 10-13, 15. Plaintiff alleges she submitted an insurance claim to Defendant, and that, in resolution of the claim, Defendant failed to pay sales tax as a part of her total loss settlement, and did so with respect to the putative class as well. *Id.*, ¶¶ 19-21.

4. Plaintiff claims that, by failing to pay sales tax, Defendant breached the Policy. *Id.* ¶¶ 30-36.

5. Plaintiff seeks multiple elements of damages, including potential compensatory damages for unpaid sales tax, pre-judgment interest, post-judgment interest, costs, and attorneys' fees. *Id.* ¶ 36.

6. Plaintiff purports to represent the following putative class:

All Missouri insureds, under a policy issued by Esurance covering a vehicle with private-passenger auto physical damage coverage for comprehensive or collision loss, who, within the applicable statute of limitations prior to the filing of this lawsuit through the date of the certification Order, submitted a first-party property damage claim determined by Esurance to constitute a covered loss claim and where the loss claim payment did not include sales tax.

Id., ¶ 22

7. The Circuit Court for St. Louis County, Missouri, where this action was filed, is located within the territory of the United States District Court for the Eastern District of Missouri. Thus, venue is proper in this Court under 28 U.S.C. § 1441(a).

THIS COURT HAS JURISDICTION UNDER CAFA

8. An action may be removed to this Court if it has original jurisdiction over the action. *See* 28 U.S.C. § 1441(a). A court's jurisdiction is measured at the time of removal. *See Grawitch v. Charter Commc'ns, Inc.*, 750 F.3d 956, 959 (8th Cir. 2014).

9. CAFA vests federal district courts with original jurisdiction over any action that: (a) is a putative class action; (b) involves a class of at least 100 members; (c) satisfies minimal diversity requirements; and (d) presents an amount in controversy of at least five million dollars in the aggregate, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d); *see also Hargis v. Access Capital Funding, LLC*, 674 F.3d 783, 788 (8th Cir. 2012).

10. CAFA reflects a “strong preference” to resolve interstate class actions in federal court. *Westerfield v. Independent Processing, LLC*, 621 F.3d 819, 822 (8th Cir. 2010). Accordingly, if there is uncertainty about whether the amount in controversy exceeds the aggregate sum of \$5,000,000, courts err in favor of exercising jurisdiction over the case. *Alexander v. Pipeline Prods., Inc.*, No. 1: 16-CV-00005-KGB, 2018 WL 3045179, at *2 (E.D. Ark. Feb. 15, 2018).

11. Removal is warranted because all four CAFA requirements are met here.

This Action Is A Putative Class Action.

12. CAFA defines a “class action” as “any civil action filed under Rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by one or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

13. Here, this lawsuit falls squarely within CAFA’s definition of “class action” because Plaintiff has invoked Missouri’s class action statute and has styled the Complaint as a “Class-Action Petition for Damages.” Compl., p. 1.

The Putative Class Exceeds One Hundred Members.

14. Class members include “persons (named or unnamed) who fall within the definition of the proposed or certified class.” 28 U.S.C. § 1332(d)(1)(D); *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 592 (2013).

15. Plaintiff alleges that her proposed class covers “thousands of members.” Compl. ¶ 24. Moreover, review of Defendant’s records indicates that there are approximately 5,898 individuals who are potentially encompassed within Plaintiff’s proposed class definition. Either way, there are clearly more than 100 putative class members here, which satisfies the requirements of 28 U.S.C. § 1332(d)(5)(B).

The Minimal Diversity Requirements of CAFA Exist Here.

16. CAFA only requires only “minimal diversity” (as opposed to complete diversity), meaning that only one class member and one defendant need to be citizens of different states. *See Grawitch v. Charter Commc'ns, Inc.*, 750 F.3d 956, 959 (8th Cir. 2014); *Schott v. Overstock.com, Inc.*, No. 4:20-CV-00684-MTS, 2021 WL 148875, at *3 (E.D. Mo. Jan. 15, 2021).

17. Here, Plaintiff is a citizen of Missouri and is domiciled in St. Louis County, Missouri. Compl. ¶ 8. Defendant is alleged to be a citizen of a state other than Missouri. Compl ¶ 9. In fact, Defendant is an Illinois corporation and maintains its principal place of business in Illinois. Therefore, CAFA’s minimal diversity requirement is satisfied because Plaintiff is a citizen of a different state than Defendant.

The Amount In Controversy Exceeds \$5,000,000 In The Aggregate.

16. CAFA applies if the amount in controversy exceeds “the sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(2). To “determine whether the matter in controversy” exceeds that sum, “the claims of the individual class members shall be aggregated.” 28 U.S.C. § 1332(d)(6); *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 592 (2013).

18. The party seeking to remove under CAFA must establish the amount in controversy by a preponderance of the evidence. *See Hartis v. Chicago Title Ins. Co.*, 694 F.3d 935, 944-45 (8th Cir. 2012); *Ahmad v. Panera Bread Co.*, No. 4:21 CV 311 CDP, 2021 WL 2222707, at *1 (E.D. Mo. June 2, 2021). “Under the preponderance standard, [t]he jurisdictional fact ... is not whether the damages *are* greater than the requisite amount, but whether a fact finder *might* legally conclude that they are ... ” *Hartis*, 694 F.3d at 944 (quoting *Kopp v. Kopp*, 280 F.3d 883, 885 (8th Cir. 2002)) (emphasis in original). “The Supreme Court was clear in *Dart Cherokee* that removing defendants need only provide a ‘plausible’ allegation that the amount in controversy exceeds \$5 million; it is not until *after* the Plaintiff has challenged that allegation that the defendant must provide evidence.” *Schott*, 2021 WL 148875, at *3 (emphasis court’s) (citing *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014)).

19. The amount in controversy requirement is met if the Complaint’s “factual allegations combined with reasonable deductions, inferences, and extrapolations are such that a fact finder might legally conclude that damages exceed \$5 million.” *Ahmad*, , 2021 WL 2222707, at *3 (citations omitted).

20. In addition to compensatory or actual damages, punitive damages, statutory penalties, and attorney’s fees may be used in determining the amount in controversy. *See, e.g., Raskas v.*

Johnson & Johnson, 719 F.3d 884, 887 (8th Cir. 2013); *Basham v. Am. Nat'l County Mut. Ins. Co.*, 979 F. Supp. 2d 883, 889 (W.D. Ark. 2013); *Embry v. Ventura Foods, LLC*, No. 4:19-CV-2773SNLJ, 2020 WL 3077058, at *3 (E.D. Mo. June 10, 2020)

21. “When the notice of removal plausibly alleges that the class might recover actual damages, punitive damages, and attorneys’ fees aggregating more than \$5 million, ‘then the case belongs in federal court unless it is *legally impossible* for the plaintiff to recover that much.’” *Pirozzi v. Massage Envy Franchising, LLC*, 938 F.3d 981, 984 (8th Cir. 2019) (emphasis in original). In *Pirozzi*, the plaintiff sought compensatory, statutory, and punitive damages as well as attorneys’ fees for unspecified amounts. The defendant filed a notice of removal under CAFA alleging that it could potentially owe \$2.885 million in compensatory damages, \$720,000 in attorneys’ fees, and \$3.6 million in punitive damages. *Id.* at 983. The district court remanded the case to state court because the defendant offered “nothing but speculation.” *Id.* Reversing the trial court, the appellate court held that the trial court misapplied the CAFA standard, explaining “[t]his is a pleading requirement, not a demand for proof,” and that “even if it is highly improbable that the Plaintiffs will recover the amounts Defendants have put into controversy, this does not meet the legally impossible standard.” *Id.* at 984.

21. Here, based upon Plaintiff’s Complaint allegations and theories (which Defendant disputes, but which control for removal purposes), the \$5,000,000 CAFA amount in controversy requirement is satisfied.

22. Plaintiff contends that the class members are entitled to damages in an unspecified amount consisting of unpaid sales tax, pre-judgment interest, post-judgment interest, costs, and attorneys’ fees. Compl. ¶ 36. Plaintiff further contends that her proposed class covers “thousands of members.” Compl. ¶ 24.

23. There are cases holding that the applicable limitations period on a breach of contract action in which the plaintiff seeks the payment of money due under a written contract is ten years in Missouri. *Armistead v. A.L.W. Grp.*, 155 S.W.3d 814, 817 (Mo. Ct. App. 2005). *See also Spirtas Co. v. Ins. Co. of the State of Pennsylvania*, No. 4:05 CV 100 DDN, 2006 WL 1300669, at *8 n. 6 (E.D. Mo. May 9, 2006), *aff'd sub nom. Spirtas Co. v. Ins. Co. of State of Pa.*, 555 F.3d 647 (8th Cir. 2009) (“The statute of limitations on an action for breach of a written contract for the payment of money is ten years. See Mo. Rev. Stat. § 516.110.”). While Defendant does not concede this is the applicable statute of limitations, it is the longest potential statute of limitations that could apply here.

24. A review of Esurance’s records indicate that there are approximately 5,898 of Defendant’s insureds who are potentially encompassed within Plaintiff’s proposed class definition, because there have been 5,898 total loss payments by Defendant to its insureds for the period spanning 10 years back from the filing of this Complaint to the present.

25. Missouri requires the payment of a state sales tax in the amount of 4.225% and a local sales tax ranging up to 5.765% for vehicle purchases. The average total loss payment by Defendant during the aforementioned time period was approximately \$8,385. Applying the foregoing sales tax amounts to this average yields a figure of \$4,930,527 potentially in controversy here in terms of payment of allegedly required sales tax – (5,898 x \$8,385 = \$49,454,730; \$49,454,730 x .04225 = \$2,089,462; \$49,454,730 x .05765 = \$2,851,065; \$2,089,462 + \$2,851,065 = \$4,930,527).

26. In addition, Plaintiff seeks attorneys’ fees. “If the insurance company has refused to pay without reasonable cause or excuse, Mo. Rev. Stat. § 375.420 also permits a plaintiff to recover consequential damages, such as attorneys’ fees and interest associated with collection.”

Ingrassia v. OneBeacon Ins. Grp., No. 4:14 CV 1216 CDP, 2014 WL 4639171, at *2 (E.D. Mo. Sept. 16, 2014) (citation and internal quotation omitted).

27. Courts have, for amount in controversy purposes, included a potential award of attorneys' fees comprising 33% of the amount of damages in class action cases. *See, e.g., Schott*, 2021 WL 148875, at *4 (noting court "may assume an award of attorney's fees comprising 33% of the actual damages," and referring to other CAFA cases permitting similar awards; stating "Based on the \$818,790.13 it asserts in damages, Overstock concludes that an estimate of \$272,930 in attorney's fees is reasonable here," and rejecting plaintiff's argument that the amount was too speculative, noting plaintiff failed to show that a "33% attorney's fee award is legally impossible."). Moreover, courts have counted an ultimate award of attorneys' fees in calculating the jurisdictional threshold – *i.e.*, potential fees for the life of the case, not just fees accrued at the time of removal. *Embry*, No. 4:19-CV-2773SNLJ, 2020 WL 3077058, at *3.

28. Here, an attorneys' fee award of 33% of the estimated potential compensatory damages would be \$1,630,374 – (33% x \$4,930,527).

29. When the above attorneys' fees are included, as they must be, the amount in controversy here clearly exceeds CAFA's \$5 million threshold.

None of the CAFA Exceptions Applies.

30. Plaintiff bears the burden of establishing any applicable exceptions to CAFA jurisdiction. *See, e.g., O'Shaughnessy v. Cypress Media, L.L.C.*, No. 4:13-CV-0947-DGK, 2014 WL 1791065, at *5 (W.D. Mo. May 6, 2014). CAFA provides two mandatory exceptions and one discretionary exception to the application of federal jurisdiction. 28 U.S.C. § 1332(d)(3)-(4). None of these exceptions applies here. Each CAFA exception requires, as a starting point, an in-state defendant. 28 U.S.C. § 1332(d)(3)-(4) (requiring either "significant relief" to be sought

from an in-state defendant (local controversy exception), or requiring the “primary defendant” to be an in-state one (“home state” and discretionary exceptions)). Here, as set forth above, Defendant is not a citizen of Missouri.

ALL OTHER REMOVAL REQUIREMENTS HAVE BEEN MET

31. Pursuant to 28 U.S.C. § 1446(a), Defendant attaches hereto, as Exhibit A, all the state court process, pleadings and orders served upon it.

32. This Court is part of the district and division within which this action was filed. 28 U.S.C. § 1446(a).

33. Promptly after filing this Notice of Removal, Defendant shall cause a true and correct copy of the same to be filed with the Clerk of the Court for the Circuit Court of St. Louis County, Missouri, pursuant to 28 U.S.C. § 1446(d), along with a Notice of Filing of Notice of Removal. Defendant will timely file the state court file-stamped Notice of Filing of Notice of Removal with this Court as required.

WHEREFORE, for the reasons set forth above, Defendant requests this Court to assume full jurisdiction over this action as provided by law.

Respectfully submitted,

Dentons US LLP

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*Attorneys for Defendant Esurance Property and
Casualty Insurance Company*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served this 9th day of June, 2021, via the Court's electronic notification system and via first-class U.S. mail, postage prepaid, on the following:

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/s/ Deborah J. Campbell

EXHIBIT A



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- 05/06/2021 [Alias Summons Issued](#)
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- 04/28/2021 [Note to Clerk eFiling](#)
Filed By: MARTIN L DAESCH
- [Request Filed](#)
Request for Alias Summons.
Filed By: MARTIN L DAESCH
On Behalf Of: VICKIE RAWLINS
- [Motion Special Process Server](#)
SPS APPROVED Request for Appointment of Special Process Server.
Filed By: MARTIN L DAESCH
- 02/17/2021 [Summ Issd- Circ Pers Serv O/S](#)
Document ID: 21-SMOS-147, for ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY.Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.
- 02/12/2021 [Filing Info Sheet eFiling](#)
Filed By: MARTIN L DAESCH
- [Note to Clerk eFiling](#)
Filed By: MARTIN L DAESCH
- [Pet Filed in Circuit Ct](#)
Class-Action Petition for Damages and Demand for Jury Trial; Exhibit A - Policy; Exhibit B - Market Valuation; Exhibit C - Settlement Explanation.
Filed By: MARTIN L DAESCH
On Behalf Of: VICKIE RAWLINS
- [Judge Assigned](#)
DIV 21

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

VICKIE RAWLINS, on behalf of herself
and all others similarly situated,

CASE NO. _____

Plaintiff,

CLASS-ACTION PETITION
FOR DAMAGES AND
DEMAND FOR JURY TRIAL

v.

ESURANCE PROPERTY AND
CASUALTY INSURANCE COMPANY,
Serve: Registered Agent
4005 Felland Road
Madison, WI 53718

Defendant.

Plaintiff, Vickie Rawlins¹, individually and on behalf of all others similarly situated, files this Class Action Petition against Esurance Property and Casualty Insurance Company (“Esurance” or “Defendant”) and in support states as follows:

NATURE OF THE ACTION

1. This is a class action lawsuit by Plaintiff Vickie Rawlins who was the named insured under a Esurance automobile policy for private passenger auto physical damage, pursuant to which Defendant was required to pay the applicable sales tax for a damaged or stolen vehicle as part of a payment of loss.

2. Insureds, such as Plaintiff and the putative Class Members, pay a premium in exchange for Esurance’s promises under its automobile policy.

3. Nevertheless, Esurance failed to include sales tax in making its loss payment to Class Members in breach of its clear policy promise.

¹ At the time of loss Plaintiff was married and using her married name Nash. Since then, Plaintiff divorced and now uses her maiden name Rawlins.

4. This lawsuit is brought by Plaintiff individually and on behalf of all other similarly situated insureds who suffered damages due to Esurance's failure to pay sales tax.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to MO Rev. Stat. § 478.070.

6. This Court has personal jurisdiction over Defendant because the Defendant at all times material hereto was licensed to transact in insurance in the State of Missouri, has offices in the State of Missouri, writes millions of dollars in premiums in the State of Missouri, and engages in substantial business activities in the State of Missouri.

7. Venue is proper in this Court, pursuant to MO Rev. Stat. § 478.461, because the cause of action arose in this County, the transaction, or some part of it, occurred in this County, and Defendant is not a Missouri resident. But Defendant does conduct customary and extensive business in St. Louis County and is subject to personal jurisdiction here.

THE PARTIES

8. At all times material hereto, Plaintiff Vickie Rawlins is and was a citizen of the State of Missouri and domiciled in St. Louis County.

9. At all times material hereto, Defendant is and was a corporation located in the State of California and authorized to transact insurance in the State of Missouri and conducting a substantial part of its business in St. Louis County. Defendant's principal place of business and headquarters are both located in the State of California.

ESURANCE POLICY

10. The Form Policy issued by Esurance to the Plaintiff and all putative class members are virtually identical in all material respects. Affixed hereto is the Policy Form issued to Ms.

Rawlins (the “Policy”). The terms therein are applicable and identical to the terms applicable to Ms. Rawlins and all putative class members. Exh. A (Policy).

11. In its standardized Policy, Defendant promises to pay for “direct and accidental ‘loss’” to a covered auto. *Id.* at 13.

12. In the event that an insured’s covered auto sustains loss, Defendant explains, in its “Payment of Loss” section, “[w]e’ may pay for a ‘loss’ in money or repair or replace the damaged or stolen property.” *Id.* at 21.

13. Defendant further promises “[i]f ‘we’ pay for ‘loss’ in money, ‘our’ payment will include the applicable sales tax for the damaged or stolen property.” *Id.*

PLAINTIFF VICKIE RAWLINS’ ACCIDENT

14. At all times material hereto, Plaintiff insured a 2002 Toyota RAV4 under the Policy issued by Esurance.

15. On or about March 30, 2016, the insured vehicle sustained loss or damage, after which Plaintiff filed a claim for property damage with Esurance.

16. Following the filing of said claim, Defendant determined that the vehicle was a total loss with a base vehicle value of \$6,284.00 and an adjusted vehicle value of \$5,788.00. Exh. B (Valuation Report).

17. Esurance calculates the base and adjusted value through a third-party vendor (“CCC”), which bases vehicle valuations on the cost to purchase similar vehicles with similar conditions and mileage. First, CCC identifies the underlying value of comparable vehicles, from which it adjusts based on any differences in mileage, trim, options, *etc.* See Exh. B.

18. CCC calculated that the sales tax on the adjusted vehicle value was \$411.70. *Id.* at 1.

19. However, Esurance *removed* sales tax when making payment. Instead, Esurance paid only the adjusted vehicle value of \$5,788.00, added \$14.00 for fees, and subtracted the deductible of \$500.00 for a total payment of \$5,302.00. Exh. C (Settlement Letter). By failing to include sales tax in making payment for the loss, Esurance breached its contract with Plaintiff.

20. Nothing in the Policy unambiguously excludes sales tax or contradicts Defendant's promise to pay sales tax where it pays for the loss in money. To the extent the applicable limitation on liability is the vehicle's actual cash value, such limitation does not operate to exclude or subvert Defendant's explicit and unambiguous promise to include payment for sales tax in its loss payments.

21. Similarly, Esurance failed to pay sales tax to all members of the Class, defined below, and thus breached its contract with all such Class Members.

CLASS ALLEGATIONS

22. Plaintiff brings this action as representative of the Class defined as follows:

All Missouri insureds, under a policy issued by Esurance covering a vehicle with private-passenger auto physical damage coverage for comprehensive or collision loss, who, within the applicable statute of limitations prior to the filing of this lawsuit through the date of the certification Order, submitted a first-party property damage claim determined by Esurance to constitute a covered loss claim and where the loss claim payment did not include sales tax.

23. The Policy, including comprehensive and collision coverage and the Payment of Loss section, are materially identical as to Plaintiff and all members of the Class, and apply equally to Plaintiff and all members of the Class.

24. There are numerous parties such that it would be impracticable to bring all the parties before the court. For example, upon information and belief and based on the premiums

written in this state by Esurance and Esurance's loss ratio (percentage of premiums collected paid on claims), Plaintiff estimates there are thousands of members of the Class.

25. Additionally, there exists a question of common interest as to members of the Class – namely, whether sales tax should be paid as part of a payment of loss under the Policy.

26. This case is ideally suitable for class treatment because the common question (a) is a legal question of policy interpretation resolvable as a matter of law by this Court and (b) this Court's determination will resolve virtually the entirety of each member of the Class' claims in one stroke. If this Court determines that a loss payment includes sales tax, then every member of the Class is entitled to payment of sales tax (less the amount, if any, previously paid).

27. Calculation of such damages will be a ministerial effort based on data and records in Defendant's possession and kept as a normal, business practice.

28. Moreover, it would be a significant waste of judicial and party resources to file thousands of individual lawsuits merely to resolve the exact same question of policy interpretation, and to do so would unnecessarily create the risk of inconsistent adjudications and conflict within and between the courts. It is far more efficient – and far more preferable – to resolve the centrally dispositive question of policy interpretation for thousands of Class Members in a single stroke.

29. Importantly, Plaintiff and the undersigned have no conflicts adverse to those of the Classes, and there are no other issues or facts that preclude class treatment or render it less than ideal for any reason.

COUNT I: BREACH OF CONTRACT

30. Paragraphs 1 through 29 are hereby incorporated by reference.

31. This count is brought by Plaintiff Vickie Rawlins individually and on behalf of the Class Members.

32. Plaintiff was party to an insurance contract with Esurance as set forth herein. All Class Members were parties to an insurance contract with Esurance containing materially-identical terms. Plaintiff and members of the Class satisfied all conditions precedent.

33. Plaintiff and all Class Members made a claim determined by Esurance to be a first-party loss under the insurance policy and determined by Esurance to be a covered claim.

34. Upon the loss to the insured vehicles, Plaintiff and every Class Member were owed the sales tax as part of their loss payment. Nevertheless, Defendant failed to include sales tax in making the loss claim payments.

35. By failing to include sales tax in the loss claim payments, Defendant breached its contract with Plaintiff and with each respective Class Member.

36. As a result, Plaintiff and all Class Members were damaged, and are entitled to damages in the amount of the Sales Tax, less any amount in sales tax already paid (if any), along with prejudgment interest, post-judgment interest, costs, and attorneys' fees allowable by law.

RELIEF REQUESTED

WHEREFORE, Plaintiff Vickie Rawlins, individually and on behalf of the Class Members, demand a trial by jury on all triable issues and seek relief and judgment as follows:

- For an Order certifying this action as a Class Action on behalf of the Class described above;
- For an award of compensatory damages for the Class in amounts owed under the Policies;
- For all other damages according to proof;
- For an award of attorney's fees and expenses as appropriate pursuant to applicable law;

- For costs of suit incurred herein;
- For pre and post-judgment interest on any amounts awarded; and
- For injunctive and other further forms of relief as this Court deems just and proper.

Dated: February 12, 2021

Respectfully submitted,

ONDERLAW, LLC

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Attorneys for Plaintiff

Missouri

Personal Auto Policy

esurance™

For questions about your policy, please call:
1-800-926-6012

Esurance Property and Casualty Insurance Company
650 Davis Street
San Francisco, CA 94111-1904

Important: Please read your Personal Auto Policy carefully as it contains language which may restrict or exclude coverage, particularly to drivers of your vehicle that are residents of your household and not listed on the policy. The policy specifically addresses who may use your vehicle and under what conditions coverage will be afforded. You may purchase additional coverage by contacting the Company.

Fraud Statement: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false material information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

WHEN THIS POLICY IS ISSUED, AND WHEN THIS POLICY IS RENEWED, WE RELY UPON THE TRUTH AND ACCURACY OF THE REPRESENTATIONS MADE IN THE APPLICATION FOR THIS INSURANCE. YOUR APPLICATION, THE POLICY TERMS AND CONDITIONS, ALL OTHER FORMS WE PROVIDE TO YOU AND ENDORSEMENTS ISSUED BY US, ARE PART OF, AND FORM YOUR POLICY.

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PERSONAL AUTOMOBILE POLICY

INSURING AGREEMENT

When “*we*” agree to issue this policy, and when “*we*” agree to renew this policy, “*we*” rely upon the truth and accuracy of the information “*you*” provide to “*us*” and the representations made by “*you*” in “*your*” Application for this insurance and at the time of each renewal. “*Your*” Application, the policy terms and conditions, all other forms “*we*” provide to “*you*”, and Endorsements issued by “*us*”, are part of, and form, “*your*” policy. The duties and obligations imposed by this policy shall be binding upon “*you*”, “*family members*”, and any insured seeking coverage or benefits under this policy.

In return for “*your*” premium payment, “*we*” agree to insure “*you*” subject to all of the terms of this policy as follows:

DEFINITIONS APPLICABLE TO ALL COVERAGES

The following definitions, in their singular, plural, and possessive forms, apply throughout this policy when printed in “*boldface italics within quotation marks*”.

1. “*You*” and “*your*” refer to:
 - A. The named insured(s) shown on the Declarations page;
 - B. The spouse of the named insured if that spouse is a resident of the named insured’s household during the policy period.

If the spouse ceases to be a resident of the named insured’s household during the policy period or prior to the inception of this policy, that spouse will be considered “*you*” and “*your*” under this policy, but only until the earliest of:

 - (1) 30 days after the spouse ceases to reside with the named insured;
 - (2) The effective date of another policy listing that spouse as an insured;
 - (3) The end of the policy period; or
 - (4) Cancellation of this policy.
2. “*We*”, “*us*”, and “*our*” refer to the Company providing this insurance, as shown on the Declarations page.
3. “*Accident*” means a sudden, unexpected, and unintended event.
4. “*Auto*” means a land motor vehicle:
 - A. Registered under the applicable motor vehicle laws;
 - B. Designed principally for operation upon public roads;
 - C. With more than three load-bearing wheels; and
 - D. With a gross vehicle weight rating (as determined by the manufacturer’s specifications) of 10,000 pounds or less.

5. **“Bodily injury”** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
6. **“Business”** includes trade, profession, or occupation.
7. **“Covered auto”** means:
 - A. Any vehicle identified on **“your”** Declarations page;
 - B. A **“newly acquired auto”**;
 - C. Any **“trailer”** titled to **“you”**; or
 - D. Any **“auto”** or **“trailer”** while used as a temporary substitute for any other **“auto”** or **“trailer”** described in this definition which is out of normal use due to:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Loss; or
 - (4) Destruction.
8. **“Depreciation”** means the decline in value due to wear and tear and/or obsolescence.
9. **“Family member”** means:
 - A. Any person related to **“you”** by blood, marriage, or adoption who is a resident of **“your”** household; and
 - B. **“Your”** ward or foster child who resides in **“your”** household.
10. **“Loss”** means:
 - A. Sudden, direct, and unintended physical damage; or
 - B. Theft.
11. **“Minimum limits”** refers to the following limits of liability to be provided under an automobile liability insurance policy, as required by Missouri law, if liability coverage under this policy is provided on a split-limit basis:
 - A. \$25,000 for each person, subject to \$50,000 for each **“accident”** with respect to **“bodily injury”**; and
 - B. \$10,000 for each **“accident”** with respect to **“property damage”**.
12. **“Newly acquired auto”** means an **“auto”** that **“you”** become the **“owner”** of during the policy period, if:
 - A. **“You”** pay any additional premium due for coverage under this policy;
 - B. **“We”** insure all other **“autos”** **“you”** **“own”**;
 - C. No other insurance policy provides coverage for the **“auto”**; and
 - D. Subject to the following conditions:
 - (1) If the **“auto”** **“you”** acquire replaces an **“auto”** shown on the Declarations page, that acquired **“auto”** will have the same coverage as the **“auto”** it replaces. Coverage will begin when **“you”** become the **“owner”** of the acquired **“auto”**. **“You”** must ask **“us”** to insure a replacement **“auto”** within 30 days after **“you”** become the **“owner”** if **“you”** want to continue any coverage **“you”** had under **Part IV: Coverage for Physical Damage to an Auto** after those initial 30 days.
 - (2) If the **“auto”** **“you”** acquire replaces an **“auto”** shown on the Declarations page, and the replaced **“auto”** did not have coverage under **Part IV: Coverage for Physical Damage to an Auto**, **“you”** may add this coverage for the replacement **“auto”**. The added coverage will not be effective until after **“we”** receive **“your”** written request and **“we”** agree to add the coverage.

- (3) If the “*auto*” “*you*” acquire is in addition to the “*autos*” shown on the Declarations page, that added “*auto*” will have the same coverage as the “*auto*” on the Declarations page with the broadest coverage if “*you*” ask “*us*” to insure the additional “*auto*” within 30 days after “*you*” become the “*owner*”. If “*you*” ask “*us*” in writing to insure the additional “*auto*” within 30 days after “*you*” became the “*owner*”, coverage will begin when “*you*” became the “*owner*” of the “*auto*”.
- (4) If the “*auto*” “*you*” acquire is in addition to the “*autos*” shown on the Declarations page, and “*you*” do not ask “*us*” in writing to insure the additional “*auto*” within 30 days after “*you*” become the “*owner*”, no coverage will be provided for the additionally acquired “*auto*” until after “*you*” ask “*us*” in writing to insure the additional “*auto*” and “*we*” agree to insure the “*auto*”.
- (5) If no “*auto*” on the policy has coverage under **Part IV: Coverage for Physical Damage to an Auto**, “*you*” may add this coverage for the acquired “*auto*”. The added coverage will not be effective until after “*we*” receive “*your*” request and “*we*” agree to add the coverage.
- (6) If “*you*” ask “*us*” in writing to increase any of “*your*” limits, the increase will not be effective until after “*we*” receive “*your*” request and “*we*” agree to increase the limits.
13. “**Occupying**” means:
- A. In;
 - B. Upon; or
 - C. Getting in, on, out, or off.
14. “**Own**” and “**owned**”, with respect to a motor vehicle means:
- A. Titled to that person under motor vehicle laws; or
 - B. Leased under a written agreement for a continuous period of at least six months.
15. “**Owner**” means a person:
- A. To whom a motor vehicle is titled under motor vehicle laws; or
 - B. To whom a motor vehicle is leased under a written agreement for a continuous period of at least six months.
16. “**Property damage**” means the physical damage of, destruction of, or loss of use of, tangible property.
17. “**Trailer**” means a vehicle designed to be pulled by a private passenger “*auto*”, which is not used:
- A. As an office, store, or for commercial display purposes;
 - B. To transport passengers; or
 - C. As a primary residence.

PART I: LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability, “we” will pay damages for “*bodily injury*” and “*property damage*” for which any “*insured*” becomes legally responsible because of an auto “*accident*”. “We” will settle or defend as “we” deem appropriate, any claim or lawsuit. However, “we” will not pay for punitive or exemplary damages under **Part I**. In addition to “our” limit of liability, “we” will pay costs “we” incur when “we” defend an “*insured*”. “Our” duty to settle or defend ends when “our” limit of liability for this coverage has been exhausted by payment of judgments or settlements, or the limit is paid into a court that has jurisdiction. “We” have no duty to defend any lawsuit or settle any claim for “*bodily injury*” or “*property damage*” not covered under this policy.

ADDITIONAL DEFINITIONS FOR PART I: LIABILITY COVERAGE

1. “*Insured*” as used in **Part I** means:
 - A. “*You*” or any “*family member*” for the ownership or operation of any “*auto*” or trailer while towed by or attached to a “*covered auto*”;
 - B. Any person using a “*covered auto*” with permission from “*you*” or a “*family member*”;
 - C. For a “*covered auto*”, any person or organization but only with respect to vicarious responsibility for acts or omissions of an insured person described in **1.A** or **1.B** above; or
 - D. For any “*auto*” or “*trailer*” other than a “*covered auto*”, any other person or organization but only with respect to vicarious responsibility for the acts or omissions of “*you*” or a “*family member*”. This Provision **1.D.** applies only if the person or organization does not “*own*” or hire the “*auto*” or “*trailer*”.

However, the following are not “*insureds*” under **Part I** if the provisions of Section 2679 of Title 28, United States Code, as amended, require the Attorney General of the United States to defend that person or organization in any civil action for “*bodily injury*” or “*property damage*” arising out of the “*accident*”:

- A. The United States of America or any of its agencies.
- B. Any person with respect to “*bodily injury*” or “*property damage*” resulting from the operation of an “*auto*” by that person as an employee of the United States Government.

SUPPLEMENTARY PAYMENTS

In addition to “our” limit of liability, “we” will pay on behalf of the “*insured*”:

1. Up to \$250 for the cost of bail bonds required because of an “*accident*” or traffic law violation resulting from an “*accident*”. The “*accident*” must result in “*bodily injury*” or “*property damage*” covered under this policy. “We” have no duty to apply for or furnish this bond.
2. Premiums on appeal bonds and bonds to release attachments in any lawsuit “we” defend. “We” are not required to apply for or provide these bonds. “We” also are not required to purchase a bond in an amount that is greater than “our” limit of liability.
3. Interest accruing after a judgment is entered in any lawsuit “we” defend, and only on that part of the judgment:
 - A. For which “we” are responsible; and
 - B. That does not exceed “our” limit of liability.

“Our” duty to pay interest ends when **“we”** offer to pay, or have deposited with the court, that part of the judgment which does not exceed **“our”** limit of liability for this coverage. This does not apply if **“we”** have not been given notice of lawsuit or the opportunity to defend an **“insured”**.

4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **“our”** request.
5. Other reasonable expenses incurred at **“our”** request.

EXCLUSIONS FOR PART I: LIABILITY COVERAGE

(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part I.)

1. **“We”** have no duty to defend and do not provide Liability Coverage for any **“insured”**:
 - A. Who intentionally causes, or directs another to cause, **“bodily injury”** or **“property damage”**.
 - B. For **“bodily injury”** or **“property damage”** that results, or is reasonably expected to result from the acts of any **“insured”**.
 - C. For **“property damage”** to property owned or being transported by that **“insured”**.
 - D. For **“property damage”** to property:
 - (1) Rented to;
 - (2) Used by; or
 - (3) In the care of;
 that **“insured”**.
 This Exclusion **1.D.** does not apply to:
 - (1) **“Property damage”** to a residence or private garage unless that residence or garage is owned by **“you”** or another **“insured”**; or
 - (2) Any **“auto”** being used by an **“insured”** that is:
 - (i) Loaned for demonstration purposes or as a replacement for a **“covered auto”** while it is out of use because of breakdown, repair, or servicing; and
 - (ii) Owned by a person, firm, or occupation engaged in the business of selling, repairing, or servicing motor vehicles.
 - E. For **“bodily injury”** to an employee of that **“insured”** during the course of employment. This Exclusion **1.E.** does not apply to **“bodily injury”** to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.
 - F. For that **“insured’s”** liability arising out of the ownership or operation of any vehicle while it is used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion **1.F.** applies to, but is not limited to, the delivery of magazines, newspapers, food, or any other products. However, this Exclusion **1.F.** does not apply to shared-expense car pools.
 - G. While employed or otherwise engaged in the **“business”** of:
 - (1) Selling;
 - (2) Leasing;
 - (3) Repairing;
 - (4) Testing;
 - (5) Servicing;
 - (6) Storing;
 - (7) Parking;
 - (8) Cleaning; or
 - (9) Delivering;

vehicles designed for use mainly on public highways.

This Exclusion **1.G.** does not apply to the ownership, maintenance, or use of a “*covered auto*” by:

- (1) “*You*”; or
 - (2) Any “*family member*”.
- H.** Maintaining or using any vehicle while that “*insured*” is employed or otherwise engaged in any “*business*” (other than farming or ranching). This Exclusion **1.H.** does not apply to business use of a “*covered auto*” by an “*insured*” that has been disclosed to “*us*” and for which all applicable premiums have been paid.
- I.** Using a vehicle without permission of its “*owner*” to do so. This Exclusion **1.I.** does not apply to a “*family member*” using a “*covered auto*” “*owned*” by “*you*”.
- J.** For “*bodily injury*” or “*property damage*” resulting from exposure to radioactive or nuclear material, or otherwise covered under any nuclear energy liability insurance policy.
- K.** For “*bodily injury*” or “*property damage*” resulting from the operation of a vehicle as an employee of the United States Government and acting within the scope of that employment. This Exclusion **1.K.** applies when the provisions of the Federal Tort Claims Act apply.
- L.** For “*bodily injury*” or “*property damage*” resulting from the intentional discharge, dispersal, or release of radioactive, nuclear, biological, chemical, or other hazardous materials, or from exposure to those materials.
- M.** Any liability assumed by an “*insured*” under any contract or agreement by “*you*” or a “*family member*”. This Exclusion **1.M.** does not apply to “*property damage*” to any “*auto*” being used by an “*insured*” that is:
- (1) Loaned for demonstration purposes or as a replacement for a “*covered auto*” while it is out of use because of breakdown, repair, or servicing; and
 - (2) Owned by a person, firm, or occupation engaged in the business of selling, repairing, or servicing motor vehicles.
- N.** For “*bodily injury*” to “*you*” or any “*family member*” or any “*insured*”. However, this Exclusion **1.N.** applies only to the extent the damages exceed the “*minimum limits*”.
- O.** For “*bodily injury*” or “*property damage*” resulting from the use of any “*auto*” or trailer as a residence or premises, or for office or display purposes.

2. “*We*” do not provide Liability Coverage for the ownership, maintenance, or use of:

- A.** Any vehicle which:
- (1) Has fewer than four wheels; or
 - (2) Is designed mainly for use off public roads.
- This Exclusion **2.A.** does not apply:
- (1) While such vehicle is being used by an “*insured*” in a medical emergency; or
 - (2) To a “*trailer*”.
- B.** Any vehicle, other than a “*covered auto*”, which is:
- (1) “*Owned*” by “*you*”; or
 - (2) Furnished or available for “*your*” regular use.
- C.** Any vehicle, other than a “*covered auto*”, which is:
- (1) “*Owned*” by any “*family member*”; or
 - (2) Furnished or available for the regular use of any “*family member*”.
- This Exclusion **2.C.** does not apply to “*you*” while “*you*” are maintaining or “*occupying*” any vehicle which is:
- (1) “*Owned*” by any “*family member*”; or
 - (2) Furnished or available for the regular use of any “*family member*”.

- D. Any vehicle while competing in, or practicing or preparing for, any prearranged or organized racing, stunting, or speed contest.
 - E. Any vehicle located inside a facility designed for racing or high performance driving for the purpose of:
 - (1) Competing in any prearranged or organized racing, stunting, or speed contest;
 - (2) Practicing or preparing for any prearranged or organized racing, stunting, or speed contest; or
 - (3) Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.
 - F. A “*covered auto*” while leased or rented to others.
3. “*We*” will not pay for punitive or exemplary damages under this **Part I**.
 4. If a court with proper jurisdiction determines that an exclusion is invalid or unenforceable because it does not satisfy the minimum requirements of the Missouri Motor Vehicle Financial Responsibility Law, the exclusion will apply to the extent that the limits of liability for this coverage exceed the “*minimum limits*”.

LIMIT OF LIABILITY

1. The applicable limit of liability for each person is “*our*” maximum limit of liability for all damages for “*bodily injury*” to a person, including, but not limited to, damages for:
 - A. Loss of society;
 - B. Loss of companionship;
 - C. Loss of services;
 - D. Loss of consortium; and
 - E. Wrongful death;
 which may arise as a result of “*bodily injury*” sustained by any one person in any one “*auto*” “*accident*”. Subject to this limit for each person, the limit of liability shown on the Declarations page for each accident for Bodily Injury Liability is “*our*” maximum limit of liability for all damages for “*bodily injury*” resulting from any one “*auto*” “*accident*”.
2. The applicable limit of liability for each accident for Property Damage Liability is “*our*” maximum limit of liability for all “*property damage*” resulting from any one “*auto*” “*accident*”.
3. The applicable limit of liability is the most “*we*” will pay regardless of the number of:
 - A. “*Insureds*”;
 - B. Claimants;
 - C. Claims;
 - D. Claims made;
 - E. Lawsuits filed;
 - F. Vehicles or premiums shown in the Declarations page; or
 - G. Vehicles involved in the “*accident*”.
4. The limit of liability for each person and each accident shown on the Declarations page for “*bodily injury*” shall apply to all “*bodily injury*” sustained in the “*accident*”, and the limit of liability shown on the Declarations page for “*property damage*” shall apply for all “*property damage*” caused by an “*insured*” in any one “*accident*”.

5. A **“covered auto”** and a **“trailer”** are considered to be one **“auto”**. Therefore, the limits of liability will not be increased or stacked for an **“accident”** involving a **“covered auto”** that has an attached **“trailer”**.
6. No one will be entitled to receive duplicate payments for the same elements of damages under this policy or any other source.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance available under one or more policies or provisions of coverage, **“we”** will pay only **“our”** share of the damages. **“Our”** share is the proportion that **“our”** limit of liability bears to the total of all applicable limits. However, any insurance **“we”** provide for a vehicle **“you”** do not **“own”**, including any temporary substitutes, shall be excess over any other collectible insurance, self-insurance, or bond.

PART II: MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

In return for **“your”** premium payment for Medical Payments Coverage, and subject to the limits of liability specified in **“your”** Declarations page:

1. **“We”** will pay reasonable expenses incurred by an **“insured”** for necessary medical and funeral services because of **“bodily injury”**:
 - A. Caused by a motor vehicle **“accident”**; and
 - B. Sustained by an **“insured”**.

“We” will pay only those expenses incurred and reported to **“us”** within one year from the date of the **“accident”**.
2. **“We”** reserve the right to review, or have another party review on **“our”** behalf, the expenses to determine if they are reasonable and necessary for diagnosis and treatment of the **“bodily injury”**. **“We”** may also use independent sources of information selected by **“us”** to determine if any medical expense is reasonable and necessary. These sources may include, but are not limited to:
 - A. Physical exams paid for by **“us”** and conducted by physicians **“we”** select;
 - B. Review of medical files; or
 - C. Published sources of medical expense information including information available from computer databases.
3. **“We”** may refuse to pay for any medical expense that is unreasonable because the fee for the service is greater than the fee which is usual and customary for the geographic location in which the service is rendered. **“We”** may also refuse to pay for any medical expense because the service rendered is unnecessary for the treatment of the **“bodily injury”** sustained.

ADDITIONAL DEFINITIONS FOR PART II: MEDICAL PAYMENTS COVERAGE

1. **“Insured”** as used in **Part II** means:
 - A. **“You”** or any **“family member”** while **“occupying”** an **“auto”**; or
 - B. Any other person while **“occupying”** a **“covered auto”** with the permission of **“you”** or a **“family member”**.
2. **“Motor vehicle”** as used in **Part II** means a land motor vehicle designed for use principally on public roads.

EXCLUSIONS FOR PART II: MEDICAL PAYMENTS COVERAGE

(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part II.)

“We” do not provide Medical Payments Coverage for any **“insured”** for **“bodily injury”**:

1. Sustained while **“occupying”** any motorized vehicle having fewer than four wheels.
2. Sustained while **“occupying”** a **“covered auto”** when it is being used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion 2 applies to, but is not limited to, the delivery of magazines, newspapers, food, or any other products. However, this Exclusion 2 does not apply to:
 - A. Shared-expense car pools; or
 - B. A delivery of property by an **“insured”** as a volunteer.
3. Sustained while **“occupying”** any vehicle located for use as a residence or premises, or for office or display purposes.
4. Occurring during the course of employment if workers’ compensation benefits are required or available for the **“bodily injury”**.
5. Sustained while **“occupying”**, or when struck by, any vehicle, other than a **“covered auto”**, which is:
 - A. **“Owned”** by **“you”**; or
 - B. Furnished or available for **“your”** regular use.
6. Sustained while **“occupying”**, or when struck by, any vehicle, other than a **“covered auto”**, which is:
 - A. **“Owned”** by any **“family member”**; or
 - B. Furnished or available for the regular use of any **“family member”**.This Exclusion 6 does not apply to **“you”**.
7. Sustained while **“occupying”** a vehicle without permission of its **“owner”** to do so. This Exclusion 7 does not apply to a **“family member”** using a **“covered auto”** which is **“owned”** by **“you”**.
8. Sustained while **“occupying”** any **“auto”** when it is being used in the **“business”** of an **“insured”**. This Exclusion 8 does not apply to **“bodily injury”** sustained by an **“insured”** if that **“business”** use has been disclosed to **“us”** and all applicable premiums have been paid.
9. Caused by or as a consequence of:

- A. Discharge of a nuclear weapon (even if accidental);
 - B. War (declared or undeclared);
 - C. Civil war;
 - D. Insurrection;
 - E. Rebellion or revolution; or
 - F. Any action taken by any governmental unit or by agents of any governmental unit to respond to, defend against, or otherwise taken to prevent or diminish the likelihood of an attack or perceived threat.
10. From nuclear reactions, radiation; bio-chemical attack, accidental or intentional discharge or dispersal of harmful biological material, or other chemical or hazardous material, for any purpose other than its safe and useful purpose.
11. Sustained while ***“occupying”*** any vehicle competing in, or practicing or preparing for, any prearranged or organized racing or speed contest.
12. Sustained while ***“occupying”*** any vehicle located inside a facility designed for racing or high performance driving for the purpose of:
- A. Competing in;
 - B. Practicing or preparing for any prearranged or organized racing or speed contest, or
 - C. Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.
13. While ***“occupying”*** a ***“covered auto”*** while it is leased or rented to others or provided in exchange for any form of compensation. This Exclusion 13 does not apply to ***“you”*** or a ***“family member”***.
14. That is intentional or self-inflicted by the ***“insured”*** or inflicted on an ***“insured”*** at the request of that ***“insured”***.
15. If the United States Government is liable under the Federal Tort Claims Act.
16. When other insurance is afforded, or would have been afforded, under a nuclear energy liability insurance but for the exhaustion of its limit of liability.

LIMIT OF LIABILITY

1. The limit of liability shown on the Declarations page for this coverage is ***“our”*** maximum limit of liability for each person injured in any one ***“accident”***. This is the most ***“we”*** will pay regardless of the number of:
- A. ***“Insureds”***;
 - B. Claims made;
 - C. Vehicles or premiums shown in the Declarations page; or
 - D. Vehicles involved in the ***“accident”***.
2. No one will be entitled to receive duplicate payments under this policy for the same element of damages.

3. Any amount payable to the *“insured”* under this **Part II** will be reduced by any amount paid or payable for the same expense under:
 - A. **Part I: Liability Coverage** for which premium has been paid under this policy; and
 - B. **Underinsured Motorist Coverage** for which premium has been paid under this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, *“we”* will pay only *“our”* share of the expenses. *“Our”* share is the proportion that *“our”* limit of liability bears to the total of all applicable limits. However, any insurance *“we”* provide with respect to an *“insured”* who is *“occupying”* a vehicle other than a *“covered auto”*, will be excess over any other *“auto”* insurance providing medical payments coverage.

PART III: UNINSURED MOTORIST COVERAGE

INSURING AGREEMENT – UNINSURED MOTORIST COVERAGE

In return for payment of the premium for this coverage when due, and subject to the limits of liability, *“we”* agree with *“you”* as follows:

1. *“We”* will pay compensatory damages that an *“insured”* is legally entitled to recover from the *“owner”* or operator of an *“uninsured motor vehicle”* because of *“bodily injury”*:
 - A. Sustained by an *“insured”*; and
 - B. Caused by the operation of an *“uninsured motor vehicle”*.

The liability of that *“owner”* or operator for these damages must arise out of the ownership, maintenance, or use of the *“uninsured motor vehicle”*. Any judgment for damages arising out of a lawsuit brought without *“our”* written consent is not binding on *“us”*.

ADDITIONAL DEFINITIONS FOR PART III: UNINSURED MOTORIST COVERAGE

1. *“Insured”* as used in **Part III** means:
 - A. *“You”*;
 - B. Any *“family member”*;
 - C. Any other person *“occupying”* a *“covered auto”* with permission from *“you”* or a *“family member”*; or
 - D. Any person who is legally entitled to recover because of *“bodily injury”* to *“you”*, a *“family member”*, or any person *“occupying”* a *“covered auto”* with *“your”* permission.
2. *“Uninsured motor vehicle”* means a land motor vehicle or *“trailer”* of any type:
 - A. To which no bodily injury liability bond or policy applies at the time of the *“accident”*.
 - B. To which a bodily injury liability bond or policy applies at the time of the *“accident”* but its limit for bodily injury liability is less than the *“minimum limits”*.
 - C. Which is a hit-and-run vehicle whose operator or *“owner”* cannot be identified and which causes *“bodily injury”* provided the *“insured”* or someone on his or her behalf:
 - (1) Reports the *“accident”* to the police or civil authority within 24 hours; or
 - (2) Reports the *“accident”* to the police as soon as practicable after the *“accident”*.
 - D. To which a bodily injury liability bond or policy applies at the time of the *“accident”* but the bonding or insuring company:
 - (1) Denies coverage; or
 - (2) Is or becomes insolvent within two years of the date of the accident.

However, “*uninsured motor vehicle*” does not include any vehicle or equipment:

- A. Operated on rails or crawler treads.
- B. Designed mainly for use off public roads while not on public roads.
- C. While located for use as a residence or premises.
- D. That is lawfully self-insured, except a self insurer that is or becomes insolvent.
- E. That is “*owned*” by any federal, state, or local government or agency.
- F. That is a “*covered auto*”.

EXCLUSIONS FOR PART III: UNINSURED MOTORIST COVERAGE

(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part III.)

1. “*We*” do not provide coverage under this **Part III** for “*bodily injury*” sustained by any “*insured*”:
 - A. While “*occupying*” any motor vehicle that is “*owned*” or available for the regular use of “*you*” or a “*family member*”. This Exclusion **1.A.** does not apply to:
 - (1) A “*covered auto*” that is insured under this **Part III**; or
 - (2) “*You*” with respect to the portion of damages that is less than or equal to the minimum limits of uninsured motorist coverage required by Missouri law.
 - B. While “*occupying*” a “*covered auto*” when it is being used as a public or livery conveyance, or used to carry property for compensation or a fee, including, but not limited to, the delivery of magazines, newspapers, food, or any other products. However this Exclusion **1.B.** does not apply to a shared expense car pool.
 - C. Using a vehicle without permission to do so. This Exclusion **1.C.** does not apply to a “*family member*” using a “*covered auto*” which is “*owned*” by “*you*”.
 - D. If the “*insured*” or a legal representative of that “*insured*” settles without “*our*” written consent. This Exclusion **1.D.** applies only to settlements with the “*owner*” or operator of an “*uninsured motor vehicle*”.
 - E. While “*occupying*” any motor vehicle or equipment “*owned*” by a government unit or agency. The Exclusion **1.E.** does not apply to damages that are less than or equal to the minimum limits of uninsured motorist coverage required by Missouri law.
 - F. If that “*insured*” intentionally causes his or her own “*bodily injury*”.
2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - A. Workers’ compensation law; or
 - B. Disability benefits law.

This exclusion **2** applies to any amount above the minimum limits of uninsured motorist coverage mandated by Missouri law.
3. “*We*” do not provide Uninsured Motorist Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

1. The limit of liability shown in the Declarations page for each person for Uninsured Motorist Coverage includes the total of all claims for damages, including, but not limited to, damages for:
 - A. Loss of society;
 - B. Loss of companionship;
 - C. Loss of services;

D. Loss of consortium; or

E. Wrongful death;

arising out of **“bodily injury”** sustained by any one person in any one **“accident”**. Subject to this limit for each person, the limit of liability shown on the Declarations page for each accident for Uninsured Motorist Coverage is **“our”** maximum limit of liability for all damages for **“bodily injury”** resulting from any one **“accident”**.

This is the most **“we”** will pay regardless of the number of:

A. **“Insureds”**;

B. Claims made;

C. Lawsuits brought; or

D. Vehicles involved in the **“accident”**.

Regardless of the number of premiums paid, coverage available under this **Part III** may not be added, combined, or stacked to determine the limit of liability available for any one **“accident”** with respect to an **“insured”** other than **“you”** or a **“family member”**.

2. The Limits of Liability under this **Part III** coverage will be reduced by all sums paid because of **“bodily injury”** by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under **Part I: Liability Coverage**. However, the Limits of Liability under this **Part III** will not be reduced by any sums:
 - A. Paid or payable under **Part II: Medical Payments Coverage**; or
 - B. Any workers’ compensation law, disability benefits law or similar law.
3. Any payment made to a person under this **Part III** will reduce any amount that the person is entitled to recover under **Part I: Liability Coverage**.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **“we”** will only pay **“our”** share of the damages. **“Our”** share is the proportion that **“our”** limit of liability provided in this **Part III** bears to the total of all applicable coverage limits. However, any insurance **“we”** provide with respect to a vehicle that is not a **“covered auto”** will be excess over any other uninsured motorist coverage.

PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO

INSURING AGREEMENT: COLLISION COVERAGE

1. Subject to the limits of liability, if **“you”** pay the premium for Collision Coverage, **“we”** will pay for a sudden, direct, and accidental **“loss”** to:
 - A. **“Your” “covered auto”** for which Collision Coverage has been purchased, as stated in **“your”** Declarations page;
 - B. A **“non-owned auto”**; or
 - C. A **“trailer”** titled to **“you”**;
if it overturns or is in a **“collision”** with another object .
2. If there is a **“loss”** to a **“non-owned auto”**, **“we”** will provide the broadest Collision Coverage applicable to any of **“your” “covered autos”**.
3. In addition, **“we”** will pay the reasonable cost to replace any child safety seat damaged in an **“accident”** to which this coverage applies.

INSURING AGREEMENT: COMPREHENSIVE COVERAGE

1. Subject to the limits of liability, if “*you*” pay the premium for Comprehensive Coverage, “*we*” will pay for a sudden, direct, and accidental “*loss*” to:
 - A. “*Your*” “*covered auto*” for which Comprehensive Coverage has been purchased, as stated in “*your*” Declarations page;
 - B. A “*non-owned auto*”; or
 - C. A “*trailer*” titled to “*you*”.
2. Comprehensive Coverage includes, but is not limited to, a “*loss*” caused by the following:
 - A. Missiles or falling objects;
 - B. Fire;
 - C. Theft or larceny;
 - D. Explosion or earthquake;
 - E. Windstorm;
 - F. Hail, water, or flood;
 - G. Malicious mischief or vandalism;
 - H. Riot or civil commotion;
 - I. Contact with bird or animal; or
 - J. Breakage of glass.
If breakage of glass is caused by a “*collision*”, “*you*” may elect to have it considered a “*loss*” caused by “*collision*”.

ADDITIONAL DEFINITIONS FOR PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO

1. “*Collision*” means the upset of a “*covered auto*” or a “*non-owned auto*” or their impact with another vehicle or object.

“*Collision*” does not include “*loss*” caused by the following, which shall be considered as “*loss*” covered by Comprehensive Coverage:
 - A. Missiles or falling objects;
 - B. Fire;
 - C. Theft or larceny;
 - D. Explosion or earthquake;
 - E. Windstorm;
 - F. Hail, water, or flood;
 - G. Malicious mischief or vandalism;
 - H. Riot or civil commotion;
 - I. Contact with bird or animal; or
 - J. Breakage of glass.
If breakage of glass is caused by a “*collision*”, “*you*” may elect to have it considered a “*loss*” caused by “*collision*”.
2. “*Custom parts and equipment*” means any equipment, devices, accessories, enhancements, and changes, other than those that are original manufacturer installed, which alter the appearance or performance of a vehicle, and includes, but is not limited to:
 - A. Stereo, sound reproducing, sound recording, and television equipment;
 - B. Radios, citizens band radios and scanners;
 - C. Personal computers, Internet access, and navigation systems;
 - D. Telephones, televisions, and video entertainment systems;

- E. Body, engine, exhaust, or suspension enhancers;
 - F. Winches, anti-roll, or anti-sway bars;
 - G. Custom grilles, louvers, side pipes, hood scoops, or spoilers;
 - H. Custom wheels, tires, or spinners;
 - I. Custom chrome and paint;
 - J. Special carpeting or insulation;
 - K. Furniture or bars;
 - L. Height-extending roofs; or
 - M. Custom murals, paintings, or other decals or graphics.
3. **“Diminution in value”** means the actual or perceived loss in market value that results from a direct and accidental **“loss”**.
4. **“Non-owned auto”** means any:
- A. Private passenger **“auto”**; or
 - B. Pickup or van that has a Gross Vehicle Weight Rating (as determined by the manufacturer) of 10,000 lbs. or less; that is not **“owned”** by or furnished or available for the regular use of **“you”** or any **“family member”**, while in the custody of or being operated by **“you”** with the permission of its **“owner”**.

RENTAL REIMBURSEMENT COVERAGE

1. Subject to the limits of liability, if **“you”** pay the premium for Rental Reimbursement Coverage, **“we”** will reimburse rental charges incurred when **“you”** rent an **“auto”** from a rental agency or auto repair shop due to a **“loss”** to a **“covered auto”**. This coverage applies only if **“you”** have purchased both Collision Coverage and Comprehensive Coverage for that **“covered auto”** and the **“loss”** is covered under one of those coverages.
- A. The maximum **“we”** will pay is the daily amount and total incident amount shown on the Declarations page.
 - B. If the **“loss”** is not due to a total theft:
 - (1) Reasonable rental charges will be reimbursed beginning:
 - (a) When **“your” “covered auto”** cannot be driven due to a **“loss”**; or
 - (b) If **“your” “covered auto”** can be driven, when **“you”** deliver **“your” “covered auto”** to a vehicle repair shop for repairs due to the **“loss”**.
 - (2) Reasonable rental charge reimbursement will end at the earliest of the following:
 - (a) When **“your” “covered auto”** has been returned to **“you”**;
 - (b) When **“your” “covered auto”** has been repaired or after a reasonable time in which **“your” “covered auto”** could have been repaired;
 - (c) When **“your” “covered auto”** has been replaced;
 - (d) If **“your” “covered auto”** is deemed by **“us”** to be a total loss, 48 hours after **“we”** make an offer to pay the applicable limit of liability under this **Part IV**; or
 - (e) When **“you”** incur 30 days of reasonable rental charges.
 - C. If the **“loss”** is due to a total theft, reasonable rental charges will be reimbursed beginning 48 hours after the total theft, and ends at the earliest of:
 - (1) When **“your” “covered auto”** or **“non-owned auto”** is returned to **“you”** or its **“owner”**;
 - (2) When **“your” “covered auto”** or **“non-owned auto”** has been recovered and repaired or after a reasonable time in which **“your” “covered auto”** could have been repaired;
 - (3) When **“your” “covered auto”** or **“non-owned auto”** has been replaced;

- (4) If **“your”** **“covered auto”** is deemed by **“us”** to be a total loss, 48 hours after **“we”** make an offer to pay the applicable limit of liability under this **Part IV**; or
 - (5) When **“you”** incur 30 days of reasonable rental charges.
2. If **“you”** do not pay a premium for Rental Reimbursement Coverage, **“we”** will pay for reasonable transportation expenses incurred by **“you”** if a **“covered auto”** for which Comprehensive Coverage has been purchased is stolen. **“We”** will also pay for loss of use damages that **“you”** are legally liable to pay if a **“non-owned auto”** is stolen.
 - A. Coverage for transportation expenses and loss of use damages begins 48 hours after **“you”** report the theft to **“us”** and the police, and ends the earliest of:
 - (1) When the **“auto”** has been recovered and returned to **“you”** or its owner;
 - (2) When the **“auto”** has been recovered and repaired;
 - (3) When the **“auto”** has been replaced; or
 - (4) When **“we”** make an offer to settle the loss if the **“auto”** is deemed to be a total loss by **“us”**.
 - B. Coverage for transportation expenses and loss of use damages shall be limited to \$20 per day, subject to a maximum total of \$600 per loss. This additional coverage for transportation expenses and loss of use damages shall not apply if Rental Reimbursement Coverage has been purchased for the stolen **“covered auto”**.
 3. **“You”** must provide **“us”** written proof of **“your”** reasonable rental charges to be reimbursed.

CUSTOM PARTS AND EQUIPMENT COVERAGE

1. Subject to the stated limit of liability, if **“you”** pay the premium for Custom Parts and Equipment Coverage, **“we”** will pay for a sudden, direct and accidental **“loss”** to **“your”** **“custom parts and equipment”** that is not otherwise covered by Collision Coverage or Comprehensive Coverage, reduced by any applicable deductible shown in the Declarations page.
2. With respect to a vehicle for which the Declarations page indicates that Custom Parts and Equipment Coverage applies, **“our”** limit of liability for **“loss”** for **“custom parts and equipment”** will be the lesser of the following:
 - A. The actual cash value of the stolen or damaged property;
 - B. The amount necessary to repair the property to its pre-loss physical condition;
 - C. The amount necessary to replace the property with other property of like kind and quality; or
 - D. The applicable limits of liability elected by **“you”** and shown in the Declarations page.
3. **“You”** are required to provide written proof of purchase for all **“custom parts and equipment”**. Examples of proof of purchase include receipts listing the parts and cost, bills of sale listing the parts, or cost invoice for the parts listing the cost.

TOWING AND LABOR COVERAGE

1. Subject to the limit of liability, if **“you”** pay the premium payment for Collision Coverage and Towing and Labor Coverage, **“we”** will pay for the following services each time a **“covered auto”** for which these coverages have been purchased, or a **“non-owned auto”**, is disabled:
 - A. Towing;
 - B. Tire changing;

- C. Gas, oil, and water delivery;
 - D. Battery services; and
 - E. Lockout services.
2. "We" will only provide Towing and Labor Coverage up to the limit shown in the Declarations page as applicable to that vehicle, and subject to the following:
 - A. "We" will only pay for necessary labor performed at the place of disablement; and
 - B. If a "non-owned auto" is disabled, "we" will provide the broadest coverage applicable to any "covered auto" shown in the Declarations page.
 3. "We" will not pay Towing and Labor Coverage for any of the following:
 - A. Installation of products or material not related to the disablement;
 - B. Labor not related to the disablement;
 - C. Labor or repair work performed at a service station, garage, or repair shop;
 - D. Repeated service calls for a covered disabled vehicle in need of routine maintenance or repair;
 - E. Disablement that results from an intentional or willful act or action by "you", a "family member", or the operator of the disabled "auto"; or
 - F. A "trailer" of any kind.

AUTO LOAN/LEASE COVERAGE

1. If "you" pay the premium for Auto Loan/Lease Coverage for a "covered auto" and that "covered auto" sustains a total loss, "we" will pay any unpaid amount due on the lease or loan for that "covered auto" reduced by:
 - A. The amount paid under **Part IV: Coverage for Physical Damage to an Auto** of the policy; and
 - B. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
 - (3) Security deposits not refunded by a lessor;
 - (4) Costs for extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the loan or lease or refunds due to "you";
 - (5) Carry-over balances from previous loans or leases;
 - (6) Collection or repossession expenses; and
 - (7) Salvage value if "you" retain salvage.
2. "Our" payment shall not exceed twenty-five percent (25%) of the actual cash value of the "covered auto" at the time of the total loss. "We" may pay "you" and the lessor or lienholder named on the Declarations page.
3. This coverage only applies for a "covered auto" for which "you" have purchased Auto Loan/Lease Coverage, Collision Coverage, and Comprehensive Coverage.

EXCLUSIONS FOR PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO (Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part IV.)

“We” will not provide coverage for:

1. **“Loss”** to a **“covered auto”** or any **“non-owned auto”** that occurs while it is being used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion 1 applies to, but is not limited to, the delivery of magazines, newspapers, food or any other products. However, this Exclusion 1 does not apply to shared-expense car pools.
2. Damage resulting from:
 - A. Wear and tear;
 - B. Freezing;
 - C. Mechanical or electrical breakdown or failure; or
 - D. Road damage to tires.

This Exclusion 2 does not apply if the damage results from the total theft of a **“covered auto”** or **“non-owned auto”**.
3. **“Loss”** due to exposure or as a result of:
 - A. The discharge or release of radioactive materials or contamination;
 - B. A radioactive or nuclear event for which insurance is or can be afforded under a nuclear energy liability insurance policy;
 - C. War (declared or undeclared), including civil war;
 - D. Warlike action by the government or other authority using military personnel or agents. This includes action taken to hinder or defend against an actual or expected attack;
 - E. Insurrection, rebellion, or revolution; or
 - F. Riot.
4. **“Loss”** to any electronic equipment that reproduces, receives, or transmits audio, visual, or data signals. This includes, but is not limited to:
 - A. Radios and stereos;
 - B. Tape decks;
 - C. Compact disk systems;
 - D. Navigation systems;
 - E. Internet access systems;
 - F. Personal computers;
 - G. Video entertainment systems;
 - H. Telephones;
 - I. Televisions;
 - J. Two-way mobile radios;
 - K. Scanners; or
 - L. Citizens band radios.

This Exclusion 4 does not apply to Custom Parts and Equipment Coverage or to electronic equipment that is permanently installed in a **“covered auto”** or any **“non-owned auto”** by the automobile’s manufacturer.
5. **“Loss”** to tapes, records, disks, or other media used with equipment described in Exclusion 4.
6. **“Loss”** to equipment designed or used for the detection or location of radar or laser.
7. A total loss to a **“covered auto”** or any **“non-owned auto”** due to destruction, confiscation, or seizure by governmental or civil authorities.
8. **“Loss”** to facilities or equipment used with **“your” “trailer”**, including, but not limited to:

- A. Cooking, dining, plumbing, or refrigeration facilities;
 - B. Awnings or cabanas; and
 - C. Any other facilities or equipment not permanently attached to “*your*” “*trailer*”.
9. “*Loss*” to any “*non-owned auto*” when used by “*you*” or any “*family member*” without permission of the “*owner*” to do so.
10. “*Loss*” to any custom furnishings or equipment in or upon any “*covered auto*” or any “*non-owned auto*”. Custom furnishings or equipment include equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of a vehicle. This includes, but is not limited to:
- A. Body, engine, exhaust, or suspension enhancers;
 - B. Winches, anti-roll, or anti-sway bars;
 - C. Custom grilles, louvers, side pipes, hood scoops, or spoilers;
 - D. Custom wheels, tires, or spinners;
 - E. Custom chrome and paint;
 - F. Special carpeting or insulation;
 - G. Furniture or bars;
 - H. Height-extending roofs; or
 - I. Custom murals, paintings, or other decals or graphics.
- This Exclusion 10 does not apply to:
- A. “*Loss*” to “*custom parts or equipment*” to which Custom Parts and Equipment Coverage applies; or
 - B. To a cap, cover, or bed-liner in or upon any “*covered auto*” that is a pickup.
11. “*Loss*” to any “*non-owned auto*” being maintained or used by any person while employed or otherwise engaged in the “*business*” of:
- A. Selling or leasing;
 - B. Repairing;
 - C. Servicing;
 - D. Testing;
 - E. Delivering;
 - F. Cleaning;
 - G. Storing;
 - H. Parking; or
 - I. Towing;
- vehicles designed for use on public highways.
12. “*Loss*” sustained while a “*covered auto*” or “*non-owned auto*” is being used in practicing or preparing for any prearranged, organized, or spontaneous street racing, speed, distance contest, stunting, or demolition contest activity.
13. “*Loss*” to any vehicle located inside a facility designed for racing or high performance driving for the purpose of:
- A. Competing in any prearranged or organized racing, stunting, or speed contest;
 - B. Practicing or preparing for any prearranged or organized racing or speed contest; or
 - C. Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.
14. “*Loss*” to, or loss of use of, a “*non-owned auto*” rented by:
- A. “*You*”; or

B. Any “family member”;

if a rental vehicle company is precluded from recovering such “loss” or loss of use from “you” or that “family member” pursuant to the provisions of any applicable rental agreement or state law.

15. “Loss” to a “covered auto” or “non-owned auto” for “diminution in value”.
16. “Loss” to a “covered auto”, “non-owned auto”, or “trailer” that is intended or is caused intentionally by a willful act by “you”, a “family member”, its “owner”, or any insured or at the direction of “you”, a “family member”, its “owner” or any insured, even if the actual damage is different from the intended or expected damage.
17. “Loss” to a “covered auto”, “non-owned auto”, or “trailer” resulting from the intentional discharge, dispersal, or release of radioactive, nuclear, biological, chemical, or other hazardous materials, for any purpose other than its safe and useful purpose.
18. “Loss” to a “covered auto”, “non-owned auto”, or “trailer” while it is leased or rented to others, or provided in exchange for any form of compensation.
19. “Loss” to a “covered auto” or “trailer” while it is in the care, custody, or control of anyone engaged in the “business” of selling the “covered auto” or “trailer”.
20. “Loss” to personal property that is not permanently attached to the “covered auto”, “non-owned auto”, or “trailer”.

LIMIT OF LIABILITY

1. “Our” limit of liability for “loss” will be the lesser of the:
 - A. The limit of liability shown on “your” Declarations page;
 - B. Actual cash value of the stolen or damaged property;
 - C. Amount necessary to repair the property to its pre-loss physical condition; or
 - D. Amount necessary to replace the property with other property of like kind and quality.
 However, the most “we” will pay for “loss” to:
 - A. Electronic equipment that reproduces, receives, or transmits audio, visual, or data signals, and which is permanently installed in the “auto” but not by the “auto” manufacturer or in the factory, is \$1,000, unless increased coverage is purchased;
 - B. A “trailer” is \$1,000.
2. An adjustment for depreciation and physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining actual cash value in the event of a total loss.
3. If a repair or replacement results in better than like kind or quality, “we” will not pay for the amount of the betterment.
4. Any payment for damaged property will be reduced by the applicable deductible shown on “your” Declarations page and by the salvage value if “you” or the “owner” retain the salvaged property.

5. If coverage applies to a *“non-owned auto”*, *“we”* will provide the broadest coverage applicable to any *“auto”* shown on the Declarations page. However, the highest deductible on any *“covered auto”* shall apply.
6. In determining the amount necessary to repair damaged property, the amount to be paid by *“us”* will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
 - A. Original manufacturer parts or equipment; and
 - B. Non-original manufacturer parts or equipment.
7. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.
8. Payment under **Part IV** due to theft of an *“auto”* is conditioned upon transfer of the title to *“us”* if *“we”* make a demand for the title.
9. If *“you”* agree to have a damaged windshield repaired, *“we”* shall have no duty to replace that windshield or pay any other amount with regard to that windshield *“loss”* after repair.

PAYMENT OF LOSS

“We” may, at *“our”* expense, return any stolen property to:

1. *“You”*; or
2. The address shown on the Declarations page.

If *“we”* return stolen property, *“we”* will pay for any damage resulting from the theft. *“We”* may keep all or part of the property at an agreed or appraised value.

“We” may pay for a *“loss”* in money or repair or replace the damaged or stolen property. If *“we”* pay for *“loss”* in money, *“our”* payment will include the applicable sales tax for the damaged or stolen property.

LOSS PAYABLE CLAUSE

1. A *“loss”* or damage under this policy shall be paid, as interest may appear, to *“you”* and the loss payee shown on the Declarations page. However, with *“your”* consent, *“we”* may pay a repair facility directly for the repair of a partial loss covered under this **Part IV**.
2. If we determine that fraud, misrepresentation, material omission, or an intentional act causing damage was committed by or at the direction of *“you”* or a *“family member”*, or the *“loss”* is not otherwise covered under the terms of this policy, the interest of the loss payee will not be protected.
3. *“We”* reserve the right to cancel or nonrenew this policy, and any cancellation or nonrenewal shall terminate all agreements as to the loss payee’s interest. *“We”* will give the same notice of cancellation or nonrenewal to the loss payee as *“we”* give to the named insured shown on the Declarations page. When *“we”* pay the loss payee, *“we”* shall, to the extent of payment, be subrogated to the loss payee’s rights of recovery.

NO BENEFIT TO BAILEE

Coverage provided by this insurance policy shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

When there are other sources of recovery or applicable insurance, “we” will pay only “our” share of the “loss”. “Our” share is the proportion that “our” limit of liability bears to the total of all applicable limits. However, any insurance “we” provide with respect to a “non-owned auto” shall be excess over any other collectible source of recovery, including, but not limited to:

1. Any coverage provided by or to the “owner” of the “non-owned auto”;
2. Any other applicable physical damage insurance or self-insurance; or
3. Any other source of recovery applicable to the “loss”.

APPRAISAL

1. If “we” and “you” do not agree on the amount of “loss”, either party may demand an appraisal of the “loss”. If a demand is made, each party will select a competent and impartial appraiser. The two appraisers will select an impartial and qualified umpire. Each appraiser will state separately the actual cash value and the amount of loss. In the event of a disagreement, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - A. Pay its chosen appraiser; and
 - B. Bear the expenses of the appraisal and umpire equally.
2. Neither party waives any rights under this policy by agreeing to an appraisal.

PART V: INSURED’S DUTIES AFTER AN ACCIDENT OR LOSS

“We” have no duty to provide coverage under this policy if any insured fails to comply with the following duties:

1. “We” must be notified promptly of how, when, and where the “accident” or “loss” happened. Notice should also include:
 - A. The names and addresses of any injured persons and of any witnesses;
 - B. All facts and circumstances, including weather conditions and a description of injuries; and
 - C. The license plate numbers and descriptions of the vehicles involved.
2. “You”, members of “your” household, and any person seeking any coverage must:
 - A. Cooperate with “us” in the investigation, settlement, and defense of any claim or lawsuit.
 - B. Promptly send “us” copies of any notices or legal papers received in connection with the “accident” or “loss”.
 - C. Submit, as often as “we” reasonably require, to physical exams paid for by “us” and conducted by doctors or medical providers “we” select.
 - D. Allow “us” to take signed and recorded statements, including statements and examinations under oath, and answer all questions “we” ask as often as “we” may reasonably require. “We” may require that statements and examinations be conducted

- outside of **“your”** presence or the presence of witnesses or other persons seeking coverage or benefits under this policy.
- E. Authorize **“us”** to obtain:
- (1) Medical records and reports;
 - (2) Data contained in an Event Data Recorder or similar device;
 - (3) Employment and wage records; and
 - (4) Other relevant records, including, but not limited to:
 - (a) Electronic records;
 - (b) Business and financial records;
 - (c) Audio and video recordings;
 - (d) Phone records including cellular records;
 - (e) Computer records;
 - (f) Current and prior insurance claims records;
 - (g) Global Positioning System (GPS) data records; and
 - (h) Loss payee records.
- F. Submit a proof of loss when required by **“us”**, and within 30 days or less from the date that **“we”** provide **“you”** our proof of loss form.
3. A person seeking Coverage for Physical Damage to an Auto must also:
- A. Take reasonable steps after the **“loss”** to protect the **“covered auto”** or **“non-owned auto”** and their equipment from further **“loss”**. **“We”** will pay reasonable expenses incurred to do this.
 - B. Promptly notify the police if a **“covered auto”** or **“non-owned auto”** is stolen.
 - C. Permit **“us”** to inspect, photograph, and appraise the damaged property before its repair or disposal.
 - D. Authorize **“us”** to move the damaged **“auto”** and/or **“trailer”** to a storage facility of **“our”** choice at **“our”** expense.

PART VI: GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE

BANKRUPTCY

Bankruptcy or insolvency of **“you”**, a **“family member”** or any other person who is an **“insured”** under **Part I** shall not relieve **“us”** of any obligations under this policy.

CHANGES

1. This policy, **“your”** Application, the terms and conditions **“you”** have expressly agreed to, the Declarations page, as may be amended, and Endorsements issued by **“us”**, contains all the agreements between **“you”** and **“us”**. Its terms may not be changed or waived except by an endorsement issued by **“us”**.
2. If there is a change to the information used to calculate the policy premium, **“we”** may adjust **“your”** premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - A. The number, type, or use classification of insured vehicles;
 - B. Operators using insured vehicles;
 - C. The place of principal garaging of insured vehicles; or
 - D. Coverage, deductible, or limits.

If a change resulting from Provision **1** or **2** above requires a premium adjustment, “*we*” will make the premium adjustment in accordance with “*our*” rating rules.

3. If “*we*” make a change which broadens coverage under this edition of “*your*” policy without an additional premium charge, then that change will automatically apply to “*your*” policy as of the date “*we*” implement the change in “*your*” state. This Provision **3** does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - A. A subsequent edition of “*your*” policy; or
 - B. An Amendatory Endorsement.

CONCEALMENT OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on “*your*” insurance application. “*We*” may void this policy if “*you*” or an “*insured*” person:

1. Made incorrect statements or representations to “*us*” with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct at the time of application.

Except for claims made by innocent third parties for coverage up to the “*minimum limits*”, “*we*” may void this policy due to an intentional misrepresentation, concealment, or an incorrect statement of a material fact in connection with a claim, even after the occurrence of an “*accident*” or “*loss*”. This means that “*we*” will not be liable for any claims or damages that would otherwise be covered. If “*we*” void a policy in accordance with this provision it will be voided from its inception.

“*We*” do not provide coverage or benefits for any person who has intentionally concealed or intentionally misrepresented material facts in connection with any “*accident*” or “*loss*” for which coverage or benefits are sought under this policy.

LEGAL ACTION AGAINST US

1. No legal action may be brought against “*us*” until there has been full compliance with all the terms of this policy. In addition, under **Part I: Liability Coverage**, no legal action may be brought against “*us*” until:
 - A. “*We*” agree in writing that the person who is an “*insured*” under **Part I** has an obligation to pay; or
 - B. The amount of that obligation has been finally determined by judgment after trial.
2. No person or organization has any right under this policy to bring “*us*” into any action to determine the liability of a person who is an “*insured*” under **Part I**.
3. There can be no abandonment to “*us*” of any “*auto*” or “*trailer*”. “*We*” have no duty to preserve or retain salvage for any purpose, including for use as evidence in any civil or criminal proceeding.

OUR RIGHT TO RECOVER PAYMENT - SUBROGATION

1. If “we” make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, “we” shall be subrogated to that right, to the extent of “our” payment. . That person shall do:
 - A. Whatever is necessary to enable “us” to exercise “our” rights; and
 - B. Nothing after an “accident” or “loss” to prejudice “our” rights.
2. If the “insured” has been paid by “us” under **Part III: Uninsured Motorist Coverage**, or **Part IV: Coverage For Physical Damage To An Auto**, and the “insured” also recovers from another, the amount recovered will be held by the “insured” in trust for “us” and reimbursed to “us” to the extent of “our” payment. If “we” are not reimbursed, “we” may pursue recovery of that amount directly against that “insured”.
3. If “we” make a payment under this policy for **Underinsured Motorist Coverage**, “we” are entitled to all the rights of recovery that the “insured” has against another, after a judgment has been rendered by a court of law.
4. If the “insured” recovers from another without “our” written consent, the “insured’s” right to payment under any affected coverage will no longer exist.
5. If “we” seek recovery from a liable party, “we” will attempt to recover any applicable deductible unless “you” ask “us” not to pursue the deductible, and “you” agree to be bound on a pro rata basis to any compromise settlement agreement entered into by “us” with the liable party or the outcome of any arbitration “we” enter into for those sums. “We” have no obligation to pursue recovery against another for any “loss” not covered by this policy.
6. “We” reserve the right to settle the deductible or property damage claims against the responsible parties for less than the full amount. “We” reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.
7. If the total recovery is less than the total of “our” payment and the deductible, “we” will reduce reimbursement of the deductible by the proportion that the actual recovery bears to the total of “our” payments and the deductible. Reimbursement of the deductible will also be reduced by a proportionate share of expenses and attorney fees incurred in connection with those recovery efforts.

POLICY PERIOD AND TERRITORY

1. This policy applies only to “accidents” and “loss” that occur:
 - A. After the effective date and time shown in the Declarations page, or the time this policy was purchased, whichever is later;
 - B. After it becomes effective but prior to cancellation, termination or 12:01 a.m. on the expiration date shown on the Declarations page, whichever is earlier; and
 - C. Within the policy territory.
2. The policy territory is:
 - A. The United States of America, its territories or possessions;
 - B. Puerto Rico; and
 - C. Canada.

This policy also applies to **“loss”** and **“accidents”** involving a **“covered auto”** while it is being transported between ports within the policy territory.

3. No coverage is provided under this policy for any **“accident”** or **“loss”** arising out of the use or maintenance of any vehicle or **“trailer”** in the Republic of Mexico.

TERMINATION

1. Cancellation

This policy may be cancelled during the policy period as follows:

- A. **“You”** may cancel by:
 - (1) Returning this policy to **“us”**;
 - (2) Giving **“us”** advance written notice of the date cancellation is to take effect; or
 - (3) Giving **“us”** advance notice to by any other method **“we”** agree to accept.
- B. **“We”** may cancel by mailing or delivering to the named insured shown in the Declarations page at the address last known by **“us”**:
 - (1) At least 10 days notice:
 - (a) If cancellation is for nonpayment of premium; or
 - (b) If notice is mailed or delivered during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - (2) At least 30 days notice by United States Post Office certificate of mailing.
- C. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **“we”** will cancel only:
 - (1) For nonpayment of premium; or
 - (2) If **“your”** driver’s license has been revoked. This must have occurred:
 - (a) During the policy period; or
 - (b) Since the last anniversary of the original effective date if the policy period is other than 1 year; or

However, in the event more than one person is a named insured shown in the Declarations page, and only one named person’s driver’s license has been suspended or revoked, **“we”**:

- (1) May not cancel this policy; but
- (2) May issue an exclusion providing that coverage will not be afforded to that named person under the terms of this policy while that person is operating **“your” “covered auto”** during any period of suspension or revocation.

2. Nonrenewal

If **“we”** decide not to renew or continue this policy, **“we”** will mail or deliver notice to the named insured shown in the Declarations page at the address last known by **“us”**. Notice will be mailed or delivered at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, **“we”** will have the right not to renew or continue it only at each anniversary of its original date.

3. Automatic Termination

- A. If **“we”** offer to renew or continue, and **“you”** or **“your”** representative reject the renewal offer or do not accept or pay the premium to renew the policy when due, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **“you”** have not accepted **“our”** offer.
- B. If **“you”** obtain other insurance on a **“covered auto”**, any similar insurance provided by this policy will terminate as to that **“auto”** on the effective date of the other insurance.

C. If a “*covered auto*” is sold, assigned, gifted or transferred to anyone other than a “*family member*”, the insurance “*we*” provide for that “*auto*” shall automatically terminate at the time it is sold, assigned, gifted or transferred.

4. Other Termination Provisions

- A. “*We*” may deliver any notice electronically instead of mailing it. Proof of mailing or delivery of any cancellation notice or nonrenewal notice shall be sufficient proof of notice.
- B. As a condition of the issuance of this policy, “*you*” have consented to all notices and communication from “*us*” to “*you*” being sent via email or by other electronic means in lieu of any other method, and that “*our*” transmittal of any notice or communication to “*you*” via e-mail or via other electronic means shall have the same force and effect as if provided in writing and sent to “*you*” via U.S. Mail with proof of mailing.
- C. If this policy is cancelled, “*we*” will send “*you*” any premium refund due to “*you*” within a reasonable period of time. “*Our*” making of a refund is not a condition of cancellation.
- D. The effective date of cancellation stated in a notice shall become the end of the policy period.

PAYMENT OF PREMIUM

1. If “*your*” initial premium payment for the first policy period is by e-check, draft, credit card or any remittance other than cash, coverage under this policy is conditioned upon that e-check, draft, credit card or remittance being honored by the bank or other financial institution when it is presented for payment. If the e-check, draft, credit card, or remittance is not honored, “*we*” may deem this policy void from its inception, as if it was never issued. This means that “*we*” will not be liable under this policy for any claims or damages that would be covered if that e-check, draft, credit card, or remittance had been honored when presented by “*us*” for payment.
2. “*We*” do not waive any of “*our*” rights if “*we*” process a deposit after the due date so that “*we*” may issue a refund to “*you*” when the policy is cancelled.
3. If a premium payment made by e-check draft, credit card or any remittance other than cash, is subsequently not honored or a chargeback is processed, thereby depriving “*us*” of any premium from policy inception, “*we*” may deem this policy void from its inception, as if it was never issued. This means that “*we*” will not be liable under this policy for any claims or damages that would be covered if that e-check, draft, credit card, or remittance had been honored and not subjected to chargeback or reversal when presented by “*us*” for payment or any time thereafter.

TRANSFER OF YOUR INTEREST IN THIS POLICY

1. “*Your*” rights and duties under this policy may not be assigned without “*our*” written consent. However, if a named “*insured*” shown in the Declarations page dies, coverage will be provided for:
 - A. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as if a named “*insured*” shown in the Declarations page; and
 - B. The legal representative of the deceased person as if a named “*insured*” shown in the Declarations page. This applies only with respect to the representative’s legal responsibility to maintain or use a “*covered auto*”.

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

CONFORMITY WITH STATUTE

Any provision of this policy that conflicts with a statute of the state “*you*” listed on “*your*” application as “*your*” garaging address shall be changed to conform to such law.

TWO OR MORE AUTO POLICIES

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

**MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION
COVERAGE LIMITATION**

The Missouri Property and Casualty Insurance Guaranty Association will pay claims covered under the Missouri Property and Casualty Insurance Guaranty Association Act if “*we*” become insolvent. “*We*” are required to notify “*you*” that the following limitations apply:

- 1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of \$25 million or more at the end of the insurer’s most recent fiscal year or December 31st of the year preceding the date the insurer becomes insolvent.
- 2. “Net worth” means the total assets of a person less the total liabilities against those assets.
- 3. The Association’s obligation includes only the amount of each covered claim which is less than \$300,000.
- 4. The Association will not:
 - A. Be obligated to an insured or claimant in excess of the limits of liability of the policy from which the claim arises; or
 - B. Return to the insured any unearned premium in excess of \$25,000.

OFFICER’S SIGNATURE



Gary C. Tolman
President

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Esurance Property and Casualty Insurance Company
Named Insured (Policyholder): VICKIE NASH
Policy No.: PAMO-006237972

NAMED EXCLUDED DRIVER ENDORSEMENT – MISSOURI
Please read carefully. This endorsement limits “your” policy’s coverage.

Named of Excluded Driver: JON R NASH

If “you” have asked “us” to exclude a driver who is a member of “your” “household” from coverage under “your” policy (“Excluded Driver”), “you” agree that “your” policy is amended as follows:

No coverage will be provided, and “we” will not pay any benefits under any part of “your” policy, for any claim or expense arising from any “accident” or “loss” while a “covered auto”, or any other “auto” for which coverage under “your” policy would apply, is being operated by the Excluded Driver.

This Named Excluded Driver Endorsement applies to both direct claims against the Excluded Driver and claims against “you”, a “family member”, an organization or any other person who is vicariously liable for an “accident” arising out of the operation of a motor vehicle by the Excluded Driver named above.

This Named Excluded Driver Endorsement is effective for “your” policy as of the date shown above, and shall remain in effect until revoked in writing by the named insured. By signing below, “you” agree that “you” have elected to exclude ALL coverage from “your” policy, as described above, when the Excluded Driver named above is operating a motor vehicle.

This Named Excluded Driver Endorsement shall apply to all renewal, continuation, reinstatement after lapse, or replacement or transfer policies issued by “us” or an insurer affiliated with “us”.

All other terms and conditions of “your” policy remain in effect.

VICKIE NASH
Signature of Named Insured (Policyholder)

07/14/2015
Date

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ADVERSE UNDERWRITING DECISION NOTICE

NAMED INSURED: VICKIE NASH **POLICY NO.:** PAMO-006237972

As required by Missouri law and the Federal Fair Credit Reporting Act, we are writing to advise you that the rate we assigned to your automobile insurance policy is not our lowest rate. At Esurance, we use insurance scoring, which is based on consumer credit report data along with other rating factors, such as driving record and prior loss history, in determining the appropriate rates to apply to your policy. Based on these factors, we have issued your policy at the lowest rate we have available to you.

The following factors were the primary influences on your credit-based insurance bureau score:

1. Number of accounts in good standing
2. Age when earliest account or loan was opened
3. Length of time since most recent auto loan was established
4. Number of inquiries unrelated to insurance

We have secured motor vehicle reports (MVR), loss information reports (CLUE), Current Carrier (CC), and consumer credit report data scores from the consumer reporting agency shown below. Please note that the consumer reporting agency did not make any premium or rating decisions and it is unable to explain your policy premium. As provided in the Fair Credit Reporting Act, you are entitled to obtain a free copy of each of your consumer reports within sixty (60) days of receiving this notice. You will need to contact the consumer reporting agency directly to dispute the accuracy or completeness of any information included in your reports.

Consumer Reporting Agency:
LexisNexis Consumer Center
P.O. Box 105108
Atlanta, GA 30346-5108
(800) 456-6004
www.consumerdisclosure.com

If you have questions about our rating action, please submit them to us in writing at the address listed below within ninety (90) days of the date this letter was mailed to you. We will respond in writing within twenty-one (21) days after receiving your request.

Rate Review
Esurance Customer Service
P.O. Box 5250
Sioux Falls, SD 57117

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Policy last updated: September 3, 2009

Esurance's Privacy & Security Commitment

Esurance values its relationship with you. Protecting the privacy of your information is of the greatest importance to us. As an insurance provider, we are regulated by Federal and State laws protecting the confidentiality and security of your information, as well as our use and disclosure of it.

- Whether you are a current, former, or potential customer, Esurance treats your personal information with the same high level of confidentiality and security.
- We never sell your personal information.
- We only share your personal information as necessary to provide the insurance products and services you have requested; or to contact you about Esurance's products and services.
- We DO NOT share information with third parties for Marketing purposes unless we have your prior permission to do so. This is our pledge to you.

Our Use And Disclosure of Information

At Esurance, we gather information about you that may be used to process and service your insurance policy, settle your claims and offer you additional products and services that we think may be of interest to you, and as permitted or directed by you. Some of this may be nonpublic, personal information (information not available to the general public) that is provided by you, that we gather from transactions and communications with you, through services performed for you, that we obtain from third parties, or that we obtain through other means, all as permitted by law.

Information We Collect From You

This includes information you provide us when you apply for our products or request services, either on the Internet, by phone, or by other means. It may include information such as your name, address, residence information, telephone number, email address, vehicle information, driver's license number, driving history, current or former insurance information, social security number, gender, educational background, date of birth, marital status and Esurance Web pages visited. It also includes information from your communications with us such as letters, telephone calls, and emails.

Information We Collect From Third Parties

This includes information we collect from insurance support organizations, such as consumer reporting agencies and other third parties. It includes information such as motor vehicle reports, consumer credit information, demographic information, insurance histories, and claims reports. Information obtained from insurance support organizations may be retained by such organizations and disclosed to other persons as permitted by law.

Information About Your Transactions

This includes information about your transactions with us and others, including our affiliates. It includes information such as your policy coverage levels, account balances, claims history, and billing information.

Information We Disclose

The above-described types of personal and other types of information about our current, former, or potential customers, may be disclosed, but only as permitted or required by law, or as permitted or directed by the customer or consumer.

We may disclose such information to affiliated and nonaffiliated insurance companies, insurance agents, reinsurance companies, insurance support organizations, such as consumer reporting agencies, government entities, and claims administrators. We may also disclose information to nonaffiliated third parties that perform services or functions on our behalf including the marketing of our products or services. Further, we may also disclose information as necessary to effect, administer or enforce a transaction that you request or authorize.

The following are examples of situations in which we may disclose information:

- Your information may be passed between us and our agents, appraisers, attorneys, investigators, and others who may be involved in the sales and marketing of Esurance products and services, processing of applications, and servicing of policies or claims.
- We provide your policy information to adjusters and other appropriate business entities that make any necessary repairs to your vehicle when you are involved in a claim.
- We may provide your information to others whom we determine need such information to perform insurance or other professional functions for us. These may include parties helping us with administrative services and consumer reporting agencies.
- We may supply information as required by search warrant, subpoena, or legal process, with state insurance departments, or other law enforcement or government authorities when required by law, or to protect our own legal interests in the event of suspected illegal or fraudulent activities.
- If we collect your information as an agent for one of our business partners, we may use it to contact you or make you an offer regarding auto insurance that may be of interest to you.

All of the nonaffiliated entities with which we may share your information are required to keep the information confidential and use it only for the purposes for which it was shared, except as otherwise permitted by law.

Esurance Communications

As an Esurance policyholder, Esurance will contact you regarding your policy and our products and services, such as billing notices, confirmations of changes, changes to our products, and other Esurance-specific communications. You may NOT unsubscribe from these Esurance-specific communications that relate to your primary usage of our service and products; and you agree to receive these if you make a purchase.

From time-to-time, Esurance may contact you about third-party promotions. In addition, prior to purchasing a policy or after canceling your policy, Esurance may contact you to confirm your quote or invite you to come back and get a new quote or to purchase a policy. You will have the ability to unsubscribe from whichever type of communication you received.

Confidential and Secure Environment

Esurance is strongly committed to protecting the confidentiality and security of your information against unauthorized access and disclosure. Esurance uses encryption technology to protect your information. Our Web servers have been enabled with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing personal information provided to Esurance during a secure session.

All secure pages on our Web site have been issued a digital certificate by Secure Server Certification Authority. You can view this digital certificate affirming the security of our site by clicking on the image of the closed lock at the bottom of your browser window. A small frame displaying our site's security information will appear. Click on "Certification Path" to verify that you are on the Esurance site. Click on "Issuer Statement" to verify our site's certification authority.

You can browse our Web site anonymously and find information about Esurance and our products. Esurance collects general, anonymous information about Web site visits as part of our business tracking. This information does not identify you personally, and is used to enhance your Web site experience. This includes information such as how you linked to our Web site, your Internet protocol (IP) address, your browser type, and your time of visit. Esurance may use third-party Web analytic and advertising services (our "third-party ad servers") such as Atlas and DoubleClick to assist with this collecting and tracking of anonymous information.

In particular, Esurance and its third-party ad servers may use technology that includes pixels and cookies on our Web site, and on Web sites on which we advertise, to support site tracking, measure site performance, and for product marketing. For example, one of our third-party ad servers may place a cookie on your computer that, in conjunction with pixels stored on our Web pages, helps to identify your computer when you return, to personalize aspects of your experience at our site, and to better understand how visitors are using our site, all of which helps us to continually improve your experience on our site. These cookies and pixels contain no personally identifiable information (such as your name, address, telephone number or email address) and will not damage your computer. Industry standard encryption techniques are used to send these cookies and your security is not compromised by their use. Your browser must be set to accept Esurance's cookies in order to properly navigate the Esurance site. If you would like more information about the use of cookies and pixels by our third-party ad servers, including how to opt out of their use of these technologies, please visit http://www.networkadvertising.org/managing/opt_out.asp.

We restrict access to your personal information to our employees, our affiliates' employees, or others who need to know that information to service your account. We maintain strict physical, electronic, and procedural safeguards to protect your personal information.

Links to Other Companies on the Esurance Web Site

The Esurance Web site contains links to our business partners and links to other sites offering valuable information. If you choose to provide any personal information directly to any of these entities, the collection and disclosure of your personal information by that entity will be governed solely by that entity's privacy policy. Esurance makes no representations or warranties regarding these sites.

Reviewing or Correcting Your Information

As a policyholder, you can always review and update your information through your account on our Web site at www.esurance.com or by calling our customer service center at 1-800-ESURANCE (1-800-378-7262). All consumers have the right to know the personal information that Esurance has about them, to make changes to that information, and to know the identity of any entity that Esurance has disclosed that information to within the previous two years. To make such an inquiry please call our customer service center or write to the address listed below and identify the information you would like. You will be required to provide certain personal information for identity verification purposes. If your information is immediately accessible when you call, the customer service

representative will review it with you and you may make changes to it at that time. If your information is not immediately accessible when you contact us, within 30 business days, Esurance will inform you of the types of information we have about you. If you would like to further review the information, you may review and copy the information in person at our customer service center or request a copy be sent to you by mail. Esurance may charge a fee for providing a copy by mail.

Information Request
Esurance Customer Service
P.O. Box 5250
Sioux Falls, SD 57117-5250

Contact Information

For questions about our privacy policy, please contact us at the address below, or send an email to: privacy@esurance.com

Privacy
Esurance Customer Service
P.O. Box 5250
Sioux Falls, SD 57117-5250

This privacy policy applies to the following companies:

Esurance Inc.
Esurance Insurance Services, Inc.
Esurance Insurance Company
Esurance Insurance Company of New Jersey
Esurance Property and Casualty Insurance Company
Home State County Mutual Insurance Company (for Esurance-Home State Customers)

Esurance may modify this Policy from time to time. The current policy is always available at www.esurance.com. If significant changes are made to the Policy, Esurance will notify its policyholders.

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

PLEASE READ THIS NOTICE CAREFULLY

This Notice provides information concerning the possible impact on your insurance coverage due to directives issued by OFAC. No coverage is provided by this Notice nor can it be construed to replace any provisions of your policy. Please read your policy and Declarations page for complete information on the coverages you are provided.

OFAC administers and enforces sanctions policies based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's website at <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this policy has violated U.S. sanctions law or is a "Specially Designated National and Blocked Person," as identified by OFAC, this policy will be considered a blocked or frozen contract and all provisions of this policy are immediately subject to OFAC rules and regulations. When a policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

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Looking for a no-hassle pricing on New or Used Car?

The Car Shopping Service is here to help.



Shop with confidence and save, discovering great deals.

We'll get you back on the road fast!

The Car Shopping Service provides:

- TrueCar® Certified Dealers dedicated to providing a no-hassle car buying experience.
- What others paid for new vehicle in your area so you don't overpay.
- A way to easily view and compare thousands of new and used vehicles online.
- TrueCar® representatives available to help you through the entire process.

A service you can trust when you need it most

*Visit us today at [esurance.com/shopforcars](https://www.esurance.com/shopforcars)
or call 888-718-9051*

CCC ONE MARKET VALUATION SUMMARY

Prepared for ESURANCE

REPORT SUMMARY

CLAIM INFORMATION

Owner	Nash, Vickie Saint Louis, MO 63125
Loss Vehicle	2002 Toyota RAV4 Automatic 4WD
Loss Incident Date	03/30/2016
Claim Reported	04/06/2016

The CCC ONE® Market Valuation Summary reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by ESURANCE.

Loss vehicle has 14% fewer than average mileage of 162,000.

INSURANCE INFORMATION

Report Reference Number	80742624
Claim Reference	WIS-0076822-01
Adjuster	Sellers, Julie
Odometer	138,866
Last Updated	04/06/2016 05:25 PM

VALUATION SUMMARY

Base Vehicle Value	\$ 6,284.00
Condition Adjustment	- \$ 496.00
Adjusted Vehicle Value	\$ 5,788.00
Vehicular Tax (7.11%)	+ \$ 411.70
Tax reflects applicable state, county and municipal taxes.	
Value before Deductible	\$ 6,199.70
Deductible	- \$ 500.00

Total \$ 5,699.70

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived from comparable vehicle(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

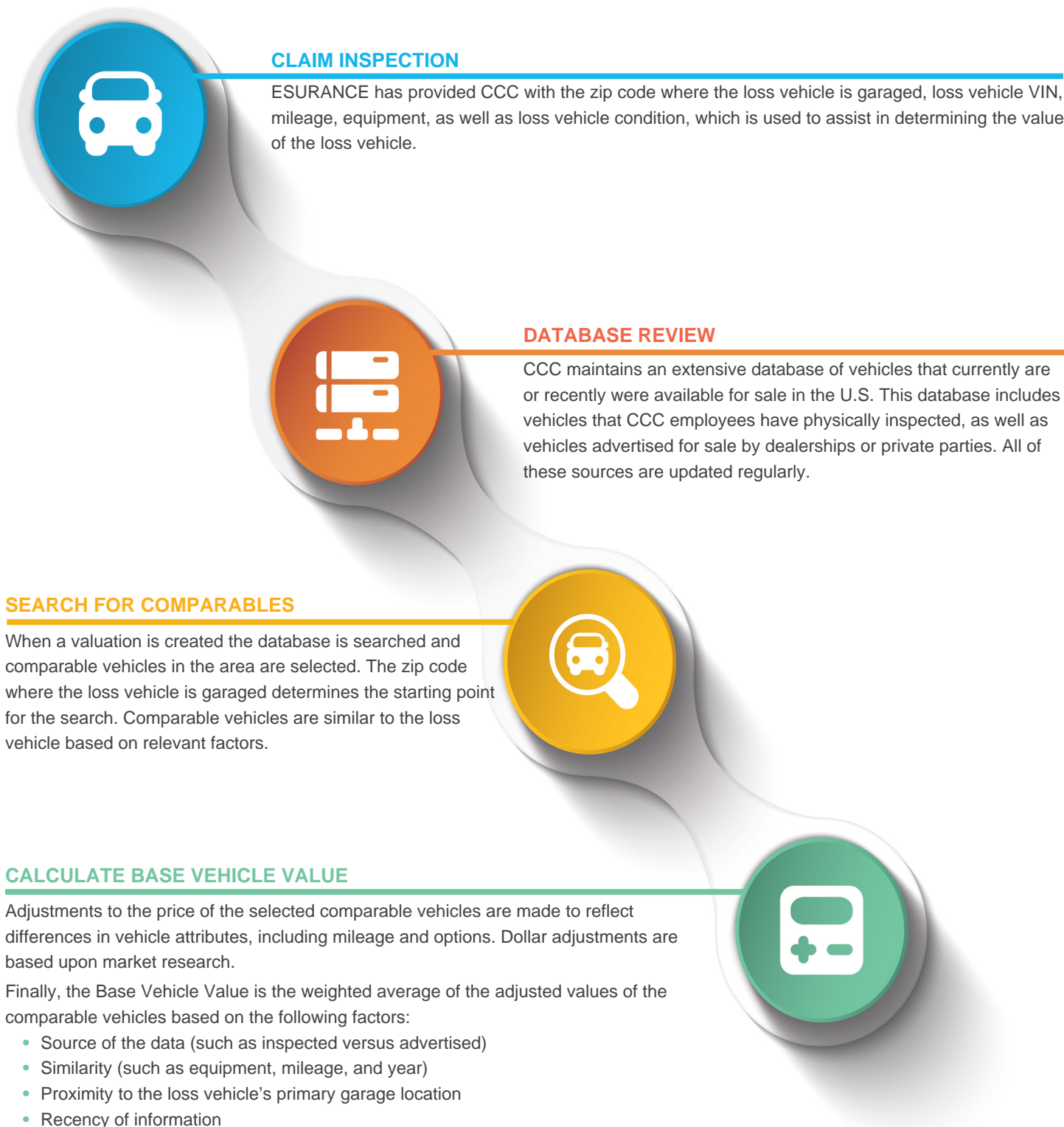
This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	7

VALUATION METHODOLOGY

How was the valuation determined?




MARKET VALUATION SUMMARY

 Owner: Nash, Vickie
 Claim: WIS-0076822-01


VEHICLE INFORMATION
VEHICLE DETAILS

Location	SAINT LOUIS, MO 63125
VIN	JTEHH20V326066668
Year	2002
Make	Toyota
Model	RAV4
Body Style	Automatic 4WD
Body Type	Sports Utility
Engine -	
Cylinders	4
Displacement	2.0L
Fuel Type	Gasoline
Carburation	EFI
Transmission	Automatic Transmission Overdrive 4 Wheel Drive
Curb Weight	2877 lbs

VEHICLE ALLOWANCES

Package 1: L Edition		+ 56
Odometer	138,866	+ 676
Options		
Power Mirrors	Package 1	+ 19
Air Conditioning	Package 1	+ 222
CD Player	Package 1	+ 74
Aluminum/Alloy Wheels	Package 1	+ 74
Heated Mirrors	Package 1	+ 10
Privacy Glass	Package 1	+ 37
Fog Lamps	Package 1	+ 37
Luggage/Roof Rack	Reported	+ 19

Reported* Option(s) added after initial valuation

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss vehicle that may impact the value.

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Package 1:	L Edition	
Odometer	138,866	
Transmission	Automatic Transmission	✓
	Overdrive	✓
	4 Wheel Drive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	☐
	Power Locks	☐
	Power Mirrors	☐
Decor/Convenience	Air Conditioning	☐
	Tilt Wheel	✓
	Cruise Control	☐
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
Seating	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	☐
	Cassette	✓
	Wheels	Aluminum/Alloy Wheels
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Heated Mirrors	☐
	Body Side Moldings	✓
	Privacy Glass	☐

To the left is the equipment of the loss vehicle that ESURANCE provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.




☐ **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

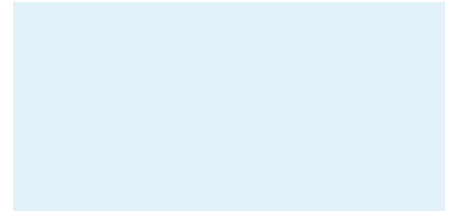
CCC ONE MARKET VALUATION SUMMARY

Owner: Nash, Vickie
Claim: WIS-0076822-01

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Fog Lamps	
Luggage/Roof Rack	
Rear Window Wiper	




MARKET VALUATION SUMMARY

 Owner: Nash, Vickie
 Claim: WIS-0076822-01


VEHICLE CONDITION
COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
INTERIOR			
Seats	FAIR	Back row seats and driver head rest missing. Staining on driver's seat bottom and passenger seat bottom.	- \$ 78
Carpets	FAIR	Staining in driver's area at right side near gas pedal. Both front door panels and left rear have staining. Left rear area is stained.	- \$ 72
Dashboard	NORMAL	No visible damage to components.	\$ 0
Headliner	FAIR	Numerous spots on headliner toward right rear.	- \$ 84
EXTERIOR			
Sheet Metal	NORMAL	No visible dents, dings, or rust.	\$ 0
Trim	FAIR	Sun damaged headlamps and left side body side moldings are scratched.	- \$ 156
Paint	FAIR	Scratches on left quarter panel and driver's side front and rear doors.	- \$ 117
Glass	NORMAL	No visible scratches, pitting or chips.	\$ 0
MECHANICAL			
Engine	NORMAL	Significant dirt and grease in engine compartment.	\$ 0
Transmission	NORMAL	No photos to confirm condition.	\$ 0
TIRES			
Front Tires	NORMAL	41%-68% 5/32-9/32	\$ 0
Rear Tires	ABOVE AVERAGE	Both tires 10/32	\$ 11
Total Condition Adjustments			- \$ 496

ESURANCE uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Normal condition. These dollar adjustments are based upon interviews with dealerships across the United States.

CCC ONE MARKET VALUATION SUMMARY

Owner: Nash, Vickie
Claim: WIS-0076822-01

 COMPARABLE VEHICLES

 COMPARABLE VEHICLES

Source	Vehicle	Price	Adjusted Comparable Value
Comp 1			
Source: Autotrader Jerry Ackerman Saint Louis, MO (314) 351-3000 4 Miles From Saint Louis, MO	2002 Toyota Rav4 Automatic 4wd Odometer: 148,939 VIN: JTEHH20V320179409 Stock #: 29082A Updated Date: 01/11/2016	\$ 6,495 (List)	\$ 6,316
Comp 2			
Source: Autotrader Bommarito West County Ballwin, MO (636) 391-7200 14 Miles From Saint Louis, MO	2002 Toyota Rav4 Automatic 4wd Odometer: 71,618 VIN: JTEHH20V620175953 Stock #: 94384C Updated Date: 03/16/2016	\$ 7,990 (List)	\$ 5,936
Comp 3			
Source: Autotrader Mnm Auto Sales Jefferson City, MO (573) 632-7001 105 Miles From Saint Louis, MO	2002 Toyota Rav4 Automatic 4wd Odometer: 138,294 VIN: JTEHH20V426056134 Stock #: 26056134 Updated Date: 01/23/2016	\$ 6,961 (List)	\$ 6,075

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Take Price is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

Distance is based upon a straight line between loss and comparable vehicle locations.

Adjusted Comparable Value represents the price of the comparable vehicle with adjustments for options, mileage, condition, and year/model/trim as compared to the loss vehicle.

A condition adjustment is also made to set the comparable vehicle to Normal condition, which the loss vehicle is also compared to in the Vehicle Condition section.

April 08, 2016

Vickie Nash
115 E Ripa Ave
Lemay, MO 63125

Re: Insured : Vickie Nash
Party : Vickie Nash
Date of Loss : 03/30/2016
Claim Number : WIS-0076822
Vehicle : 2002 Toyota RAV4
VIN # : JTEHH20V326066668

Dear Vickie Nash:

We have evaluated your claim and your vehicle has been deemed a total loss.

Our process of evaluating your vehicle's value involves using a company called CCC. CCC uses a database (unless prohibited by law in your state) to compare your vehicle to similarly equipped vehicles of the same year, make, and model with comparable pre-loss condition available in your local market area. When establishing a value, it was necessary to make some adjustments due to the pre-loss conditions of your vehicle in order to arrive at an actual cash value. These deductions and/or additions are for mileage, options, and condition. The deductions and/or additions totaled \$728.00.

A copy of the CCC report and estimate is being sent to you under a separate email for your review.

The following is a breakdown of the total loss settlement:

ACV	:	\$	5,788.00	Actual Cash Value
FEES	:	\$	14.00	applicable title and registration fees
DED	:	\$	500.00	

NET	:	\$	5,302.00	

The following will be required in order to process your total loss and should be mailed to the following address as soon as possible:

Copart
Attn: Lot # 21788006
13033 TAUSSIG AVE
BRIDGETON, MO 63044

Our records indicate that the following names are on the title

- 1) VICKIE L NASH

Please ensure that you sign the enclosed documents in the designated areas exactly the same as listed above.

Power of attorney can also be faxed to 877-914-0327, attention your claim number, in lieu of mailing.

- Signed and notarized power of attorney. If you have a Cosigner, we will also need a power of attorney signed and notarized by this person. Power of attorney will be provided separately. The Motor Vehicle Power of Attorney **must be signed exactly as the name(s) appear on the title** (do not fill in any vehicle information on the form and do not keep any forms as this could delay your settlement). If your vehicle is being financed, we will also need the phone number and account number for your lien holder.
- Remove your license plate and any personal belongings from the vehicle. You are responsible for contacting your local tag office on the requirements for returning or transferring your license plate.
- Forward any and all keys you may have to the vehicle. If the vehicle has not been picked up, you may leave the keys with the vehicle.
- If your vehicle is located at a body shop or tow yard, please advise the shop or tow yard that Esurance has permission to move the vehicle.

****Return all requested items promptly to ensure timely payment to lien holder and/or yourself.****

As an Esurance insured it is your responsibility to delete the vehicle from your policy. The total loss settlement does not automatically delete the vehicle from your policy. If you only have one vehicle on the policy, removal will terminate your policy at the time of your request. If you purchase a replacement vehicle, and wish to insure it with us, please immediately contact Esurance to inform us of the purchase.

Should you have any questions, please feel free to contact me at the below listed number.

Thank you for your prompt attention in this matter.

Sincerely,

Mike Ledbetter

Mike Ledbetter
On Behalf of Esurance Property and Casualty Insurance Company
(972) 755-5889/916) 626-3600
Fax: (877) 914-0327
MLedbetter@esurance.com




IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: NANCY WATKINS MCLAUGHLIN	Case Number: 21SL-CC00671
Plaintiff/Petitioner: VICKIE RAWLINS	Plaintiff's/Petitioner's Attorney/Address: MARTIN L DAESCH 110 EAST LOCKWOOD AVE ST LOUIS, MO 63119
Defendant/Respondent: ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	(Date File Stamp)

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY
Alias:


SERVE: REGISTERED AGENT
 4005 FELLAND ROAD
 MADISON, WI 53718

COURT SEAL OF

 ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

17-FEB-2021
 Date
 Further Information:
 MT


 Clerk

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
 - My official title is _____ of _____ County, _____ (state).
 - I have served the above summons by: (check one)
 - delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
 - (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - other (describe) _____.
- Served at _____ (address)
 in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this _____ (day) _____ (month) _____ (year)

I am: (check one)

- the clerk of the court of which affiant is an officer.
- the judge of the court of which affiant is an officer.
- authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons	\$ _____
Non Est	\$ _____
Mileage	\$ _____ (_____ miles @ \$ _____ per mile)
Total	\$ _____

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion and/or petition must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion and/or petition when offered to him, the return shall be prepared to show the offer of the officer to deliver the summons and motion and/or petition and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion and/or petition to the individual personally or by leaving a copy of the summons and motion and/or petition at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and motion and/or petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion and/or petition to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion and/or petition to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. On a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory in the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than sixty days from the date the Defendant/Respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri Court within 30 days after service.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

In the
CIRCUIT COURT
Of St. Louis County, Missouri



For File Stamp Only

Vickie Rawlins
Plaintiff/Petitioner

April 28, 2021
Date

21SL-CC00671
Case Number

vs.

Esurance Property and Casualty Insurance Company
Defendant/Respondent

Division

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now PLAINITFF, pursuant

Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

Action Legal Process Server, 131 W. High Street, #6944, Jefferson City, MO 64101, Ph#: 888-511-1919
Name of Process Server Address Telephone

Name of Process Server Address or in the Alternative Telephone

Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:

Esurance Property & Casualty Insurance Company
Name
c/o Registered Agent: Missouri Division of Insurance
Address
301 W. High Street, Jefferson City, MO 65101
City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

/s/ Martin L. Daesch
Attorney/Plaintiff/Petitioner
40494

By _____
Deputy Clerk

Bar No.
110 E. Lockwood, 2nd FL, St. Louis, MO 63119
Address
(314) 963-9000 (314) 963-1700
Phone No. Fax No.

Date

Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment.

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, <http://www.stlouisco.com>. (LawandPublicSafety/Circuit/Forms).

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.

In the
CIRCUIT COURT
Of St. Louis County, Missouri



For File Stamp Only

Vickie Rawlins
Plaintiff/Petitioner

April 28, 2021
Date

21SL-CC00671
Case Number

vs.

Esurance Property and Casualty Insurance Company
Defendant/Respondent

Division

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Requesting Party

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Action Legal Process Server, 131 W. High Street, #6944, Jefferson City, MO 64101, Ph#: 888-511-1919
Name of Process Server Address Telephone

Name of Process Server Address or in the Alternative Telephone

Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:

Esurance Property & Casualty Insurance Company
Name
c/o Registered Agent: Missouri Division of Insurance
Address
301 W. High Street, Jefferson City, MO 65101
City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

/s/ Martin L. Daesch
Attorney/Plaintiff/Petitioner
40494

By /s/ Gwendolyn Bailey
Deputy Clerk

Bar No. _____
110 E. Lockwood, 2nd FL, St. Louis, MO 63119
Address

05/06/2021
Date

(314) 963-9000 (314) 963-1700
Phone No. Fax No.

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IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

VICKIE RAWLINS,)	
)	
Plaintiff,)	Cause No. 21SL-CC00671
)	
vs.)	Division 9
)	
ESURANCE PROPERTY AND CASUALTY)	
INSURANCE COMPANY,)	
)	
Defendants.)	

REQUEST FOR ALIAS SUMMONS

COMES NOW Plaintiff, by and through his undersigned counsel, and hereby requests an Alias Summons be issued upon the below Defendant, to be served by a special process server, Action Legal Process at 131 W. High Street, #6944, Jefferson City, Missouri 65101

Alias Summons shall be issued to Defendant Esurance Property and Casualty Insurance Company, c/o Registered Agent, Missouri Division of Insurance, 301 W. High Street, Jefferson City, Missouri 65101.

Said Summons will need to be reissued as Alias Summons for proper service by special process service named above.

Respectfully submitted,

ONDERLAW, LLC

By: /s/ Martin L. Daesch
 Martin L. Daesch, #40494
 110 E. Lockwood
 St. Louis, MO 63119
 314/963-9000 telephone
 314/963-1700 facsimile
daesch@onderlaw.com
Attorneys for Plaintiff Vickie Rawlins

CERTIFICATE OF SERVICE

The undersigned hereby certifies on this 28th day of April, 2021, the foregoing was filed using the Missouri e-Filing system, which will send notice of electronic filing to all registered attorneys of record.

/s/ Martin L. Daesch



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: NANCY WATKINS MCLAUGHLIN	Case Number: 21SL-CC00671
Plaintiff/Petitioner: VICKIE RAWLINS	Plaintiff's/Petitioner's Attorney/Address MARTIN L DAESCH 110 EAST LOCKWOOD AVE ST LOUIS, MO 63119
Defendant/Respondent: ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY

Alias:

C/O REGISTERED AGENT
MISSOURI DIVISION OF INSURANCE
301 W. HIGH STREET
JEFFERSON CITY, MO 65101

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

06-MAY-2021

Date

Further Information:

GB

Jean P. Dilmy
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons	\$ _____	
Non Est	\$ _____	
Sheriff's Deputy Salary		
Supplemental Surcharge	\$ 10.00	
Mileage	\$ _____	(_____ miles @ \$._____ per mile)
Total	\$ _____	

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

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Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the “neutral,” who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator’s decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

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(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

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A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

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Please note: Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.

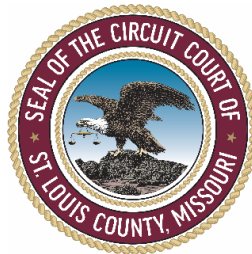
Filing Pleadings/New Petitions

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

Filing Orders of Protection

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

For more information call: 314-615-8029





**Service of Process
Transmittal**

05/14/2021
CT Log Number 539557305

TO: Esurance Service of Process
Esurance Insurance Company
1001 W SOUTHERN AVE STE 202
MESA, AZ 85210-4802

RE: Process Served in Missouri

FOR: Esurance Property and Casualty Insurance Company (Domestic State: IL)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Vickie Rawlins, etc., Pltf. vs. Esurance Property and Casualty Insurance Company, Dft.

DOCUMENT(S) SERVED: Notice, Summons, Notice, Attachment(s), Petition and Demand, Attachment(s)

COURT/AGENCY: 21st Judicial Circuit Court, St. Louis County, MO
Case # 21SLCC00671

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, Clayton, MO

DATE AND HOUR OF SERVICE: By Certified Mail on 05/14/2021 postmarked on 05/11/2021

JURISDICTION SERVED : Missouri

APPEARANCE OR ANSWER DUE: Within 30 days after receiving this summons, exclusive of the day of service

ATTORNEY(S) / SENDER(S): Martin L Daesch
ONDERLAW, LLC
110 E. Lockwood, 2nd Floor
St. Louis, MO 63119

ACTION ITEMS: CT has retained the current log, Retain Date: 05/14/2021, Expected Purge Date: 05/19/2021

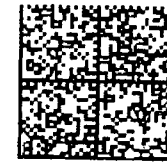
Image SOP

Email Notification, Esurance Service of Process esu_serviceofprocess@allstate.com

REGISTERED AGENT ADDRESS: C T Corporation System
120 South Central Avenue
Clayton, MO 63105
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

MISSOURI DEPARTMENT OF COMMERCE AND INSURANCE
PO BOX 690
JEFFERSON CITY, MO 65102-0690



U.S. POSTAGE >>> PITNEY BOWES
ZIP 65109 \$ 009.65⁰
02 4W
0000343984 MAY 11 2021

FIRST CLASS MAIL

ESURANCE PROPERTY &
CASUALTY INSURANCE
COMPANY
CT CORPORATION
120 S CENTRAL AVE
CLAYTON, MO 63105



State of Missouri



Department of Commerce and Insurance

TO: Corporate Secretary (or United States Manager or Last Appointed General Agent) of

ESURANCE PROPERTY & CASUALTY INSURANCE COMPANY
CT CORPORATION
120 S CENTRAL AVE
CLAYTON, MO 63105

RE: Court: St. Louis Co. Circuit Court, Case Number: 21SL-CC00671

You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Commerce and Insurance of the state of Missouri, Dated at Jefferson City, Missouri this Monday, May 10, 2021.

A handwritten signature in cursive script, reading "Chlorea Lindley Ingers".

Director of Commerce and Insurance



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI


Judge or Division: NANCY WATKINS MCLAUGHLIN	Case Number: 21SL-CC00671	SOP RECEIPT DATE MAY 10 2021 MISSOURI DEPARTMENT OF COMMERCE AND INSURANCE (Date File Stamp)
Plaintiff/Petitioner: VICKIE RAWLINS	Plaintiff's/Petitioner's Attorney/Address MARTIN L DAESCH 110 EAST LOCKWOOD AVE ST LOUIS, MO 63119	
Defendant/Respondent: ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Breach of Contract		

Summons in Civil Case

The State of Missouri to: ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY
 Alias:

C/O REGISTERED AGENT
 MISSOURI DIVISION OF INSURANCE
 301 W. HIGH STREET
 JEFFERSON CITY, MO 65101

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ST. LOUIS COUNTY

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06-MAY-2021
 Date

Further Information:
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Jean P. Hilary
 Clerk

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(for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

other _____

Served at _____ (address)
 in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

 Printed Name of Sheriff or Server

 Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal) My commission expires: _____ (date) _____ Notary Public

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

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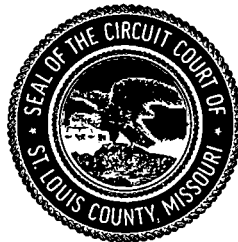
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For more information call: 314-615-8029



IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

VICKIE RAWLINS, on behalf of herself
and all others similarly situated,

CASE NO. _____

Plaintiff,

CLASS-ACTION PETITION
FOR DAMAGES AND
DEMAND FOR JURY TRIAL

v.

ESURANCE PROPERTY AND
CASUALTY INSURANCE COMPANY,
Serve: Registered Agent
4005 Felland Road
Madison, WI 53718

Defendant.

Plaintiff, Vickie Rawlins¹, individually and on behalf of all others similarly situated, files this Class Action Petition against Esurance Property and Casualty Insurance Company (“Esurance” or “Defendant”) and in support states as follows:

NATURE OF THE ACTION

1. This is a class action lawsuit by Plaintiff Vickie Rawlins who was the named insured under a Esurance automobile policy for private passenger auto physical damage, pursuant to which Defendant was required to pay the applicable sales tax for a damaged or stolen vehicle as part of a payment of loss.

2. Insureds, such as Plaintiff and the putative Class Members, pay a premium in exchange for Esurance’s promises under its automobile policy.

3. Nevertheless, Esurance failed to include sales tax in making its loss payment to Class Members in breach of its clear policy promise.

¹ At the time of loss Plaintiff was married and using her married name Nash. Since then, Plaintiff divorced and now uses her maiden name Rawlins.

4. This lawsuit is brought by Plaintiff individually and on behalf of all other similarly situated insureds who suffered damages due to Esurance's failure to pay sales tax.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to MO Rev. Stat. § 478.070.

6. This Court has personal jurisdiction over Defendant because the Defendant at all times material hereto was licensed to transact in insurance in the State of Missouri, has offices in the State of Missouri, writes millions of dollars in premiums in the State of Missouri, and engages in substantial business activities in the State of Missouri.

7. Venue is proper in this Court, pursuant to MO Rev. Stat. § 478.461, because the cause of action arose in this County, the transaction, or some part of it, occurred in this County, and Defendant is not a Missouri resident. But Defendant does conduct customary and extensive business in St. Louis County and is subject to personal jurisdiction here.

THE PARTIES

8. At all times material hereto, Plaintiff Vickie Rawlins is and was a citizen of the State of Missouri and domiciled in St. Louis County.

9. At all times material hereto, Defendant is and was a corporation located in the State of California and authorized to transact insurance in the State of Missouri and conducting a substantial part of its business in St. Louis County. Defendant's principal place of business and headquarters are both located in the State of California.

ESURANCE POLICY

10. The Form Policy issued by Esurance to the Plaintiff and all putative class members are virtually identical in all material respects. Affixed hereto is the Policy Form issued to Ms.

Rawlins (the “Policy”). The terms therein are applicable and identical to the terms applicable to Ms. Rawlins and all putative class members. Exh. A (Policy).

11. In its standardized Policy, Defendant promises to pay for “direct and accidental ‘loss’” to a covered auto. *Id.* at 13.

12. In the event that an insured’s covered auto sustains loss, Defendant explains, in its “Payment of Loss” section, “[w]e’ may pay for a ‘loss’ in money or repair or replace the damaged or stolen property.” *Id.* at 21.

13. Defendant further promises “[i]f ‘we’ pay for ‘loss’ in money, ‘our’ payment will include the applicable sales tax for the damaged or stolen property.” *Id.*

PLAINTIFF VICKIE RAWLINS’ ACCIDENT

14. At all times material hereto, Plaintiff insured a 2002 Toyota RAV4 under the Policy issued by Esurance.

15. On or about March 30, 2016, the insured vehicle sustained loss or damage, after which Plaintiff filed a claim for property damage with Esurance.

16. Following the filing of said claim, Defendant determined that the vehicle was a total loss with a base vehicle value of \$6,284.00 and an adjusted vehicle value of \$5,788.00. Exh. B (Valuation Report).

17. Esurance calculates the base and adjusted value through a third-party vendor (“CCC”), which bases vehicle valuations on the cost to purchase similar vehicles with similar conditions and mileage. First, CCC identifies the underlying value of comparable vehicles, from which it adjusts based on any differences in mileage, trim, options, *etc.* See Exh. B.

18. CCC calculated that the sales tax on the adjusted vehicle value was \$411.70. *Id.* at 1.

19. However, Esurance *removed* sales tax when making payment. Instead, Esurance paid only the adjusted vehicle value of \$5,788.00, added \$14.00 for fees, and subtracted the deductible of \$500.00 for a total payment of \$5,302.00. Exh. C (Settlement Letter). By failing to include sales tax in making payment for the loss, Esurance breached its contract with Plaintiff.

20. Nothing in the Policy unambiguously excludes sales tax or contradicts Defendant's promise to pay sales tax where it pays for the loss in money. To the extent the applicable limitation on liability is the vehicle's actual cash value, such limitation does not operate to exclude or subvert Defendant's explicit and unambiguous promise to include payment for sales tax in its loss payments.

21. Similarly, Esurance failed to pay sales tax to all members of the Class, defined below, and thus breached its contract with all such Class Members.

CLASS ALLEGATIONS

22. Plaintiff brings this action as representative of the Class defined as follows:

All Missouri insureds, under a policy issued by Esurance covering a vehicle with private-passenger auto physical damage coverage for comprehensive or collision loss, who, within the applicable statute of limitations prior to the filing of this lawsuit through the date of the certification Order, submitted a first-party property damage claim determined by Esurance to constitute a covered loss claim and where the loss claim payment did not include sales tax.

23. The Policy, including comprehensive and collision coverage and the Payment of Loss section, are materially identical as to Plaintiff and all members of the Class, and apply equally to Plaintiff and all members of the Class.

24. There are numerous parties such that it would be impracticable to bring all the parties before the court. For example, upon information and belief and based on the premiums

written in this state by Esurance and Esurance's loss ratio (percentage of premiums collected paid on claims), Plaintiff estimates there are thousands of members of the Class.

25. Additionally, there exists a question of common interest as to members of the Class – namely, whether sales tax should be paid as part of a payment of loss under the Policy.

26. This case is ideally suitable for class treatment because the common question (a) is a legal question of policy interpretation resolvable as a matter of law by this Court and (b) this Court's determination will resolve virtually the entirety of each member of the Class' claims in one stroke. If this Court determines that a loss payment includes sales tax, then every member of the Class is entitled to payment of sales tax (less the amount, if any, previously paid).

27. Calculation of such damages will be a ministerial effort based on data and records in Defendant's possession and kept as a normal, business practice.

28. Moreover, it would be a significant waste of judicial and party resources to file thousands of individual lawsuits merely to resolve the exact same question of policy interpretation, and to do so would unnecessarily create the risk of inconsistent adjudications and conflict within and between the courts. It is far more efficient – and far more preferable – to resolve the centrally dispositive question of policy interpretation for thousands of Class Members in a single stroke.

29. Importantly, Plaintiff and the undersigned have no conflicts adverse to those of the Classes, and there are no other issues or facts that preclude class treatment or render it less than ideal for any reason.

COUNT I: BREACH OF CONTRACT

30. Paragraphs 1 through 29 are hereby incorporated by reference.

31. This count is brought by Plaintiff Vickie Rawlins individually and on behalf of the Class Members.

32. Plaintiff was party to an insurance contract with Esurance as set forth herein. All Class Members were parties to an insurance contract with Esurance containing materially-identical terms. Plaintiff and members of the Class satisfied all conditions precedent.

33. Plaintiff and all Class Members made a claim determined by Esurance to be a first-party loss under the insurance policy and determined by Esurance to be a covered claim.

34. Upon the loss to the insured vehicles, Plaintiff and every Class Member were owed the sales tax as part of their loss payment. Nevertheless, Defendant failed to include sales tax in making the loss claim payments.

35. By failing to include sales tax in the loss claim payments, Defendant breached its contract with Plaintiff and with each respective Class Member.

36. As a result, Plaintiff and all Class Members were damaged, and are entitled to damages in the amount of the Sales Tax, less any amount in sales tax already paid (if any), along with prejudgment interest, post-judgment interest, costs, and attorneys' fees allowable by law.

RELIEF REQUESTED

WHEREFORE, Plaintiff Vickie Rawlins, individually and on behalf of the Class Members, demand a trial by jury on all triable issues and seek relief and judgment as follows:

- For an Order certifying this action as a Class Action on behalf of the Class described above;
- For an award of compensatory damages for the Class in amounts owed under the Policies;
- For all other damages according to proof;
- For an award of attorney's fees and expenses as appropriate pursuant to applicable law;

- For costs of suit incurred herein;
- For pre and post-judgment interest on any amounts awarded; and
- For injunctive and other further forms of relief as this Court deems just and proper.

Dated: February 12, 2021

Respectfully submitted,

ONDERLAW, LLC

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Personal Auto Policy

esurance™

For questions about your policy, please call:
1-800-926-6012

Esurance Property and Casualty Insurance Company
650 Davis Street
San Francisco, CA 94111-1904

Important: Please read your Personal Auto Policy carefully as it contains language which may restrict or exclude coverage, particularly to drivers of your vehicle that are residents of your household and not listed on the policy. The policy specifically addresses who may use your vehicle and under what conditions coverage will be afforded. You may purchase additional coverage by contacting the Company.

Fraud Statement: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false material information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

WHEN THIS POLICY IS ISSUED, AND WHEN THIS POLICY IS RENEWED, WE RELY UPON THE TRUTH AND ACCURACY OF THE REPRESENTATIONS MADE IN THE APPLICATION FOR THIS INSURANCE. YOUR APPLICATION, THE POLICY TERMS AND CONDITIONS, ALL OTHER FORMS WE PROVIDE TO YOU AND ENDORSEMENTS ISSUED BY US, ARE PART OF, AND FORM YOUR POLICY.

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PERSONAL AUTOMOBILE POLICY

INSURING AGREEMENT

When “we” agree to issue this policy, and when “we” agree to renew this policy, “we” rely upon the truth and accuracy of the information “you” provide to “us” and the representations made by “you” in “your” Application for this insurance and at the time of each renewal. “Your” Application, the policy terms and conditions, all other forms “we” provide to “you”, and Endorsements issued by “us”, are part of, and form, “your” policy. The duties and obligations imposed by this policy shall be binding upon “you”, “family members”, and any insured seeking coverage or benefits under this policy.

In return for “your” premium payment, “we” agree to insure “you” subject to all of the terms of this policy as follows:

DEFINITIONS APPLICABLE TO ALL COVERAGES

The following definitions, in their singular, plural, and possessive forms, apply throughout this policy when printed in “*boldface italics within quotation marks*”.

1. “*You*” and “*your*” refer to:
 - A. The named insured(s) shown on the Declarations page;
 - B. The spouse of the named insured if that spouse is a resident of the named insured’s household during the policy period.

If the spouse ceases to be a resident of the named insured’s household during the policy period or prior to the inception of this policy, that spouse will be considered “*you*” and “*your*” under this policy, but only until the earliest of:

 - (1) 30 days after the spouse ceases to reside with the named insured;
 - (2) The effective date of another policy listing that spouse as an insured;
 - (3) The end of the policy period; or
 - (4) Cancellation of this policy.
2. “*We*”, “*us*”, and “*our*” refer to the Company providing this insurance, as shown on the Declarations page.
3. “*Accident*” means a sudden, unexpected, and unintended event.
4. “*Auto*” means a land motor vehicle:
 - A. Registered under the applicable motor vehicle laws;
 - B. Designed principally for operation upon public roads;
 - C. With more than three load-bearing wheels; and
 - D. With a gross vehicle weight rating (as determined by the manufacturer’s specifications) of 10,000 pounds or less.

5. **"Bodily injury"** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
6. **"Business"** includes trade, profession, or occupation.
7. **"Covered auto"** means:
 - A. Any vehicle identified on **"your"** Declarations page;
 - B. A **"newly acquired auto"**;
 - C. Any **"trailer"** titled to **"you"**; or
 - D. Any **"auto"** or **"trailer"** while used as a temporary substitute for any other **"auto"** or **"trailer"** described in this definition which is out of normal use due to:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Loss; or
 - (4) Destruction.
8. **"Depreciation"** means the decline in value due to wear and tear and/or obsolescence.
9. **"Family member"** means:
 - A. Any person related to **"you"** by blood, marriage, or adoption who is a resident of **"your"** household; and
 - B. **"Your"** ward or foster child who resides in **"your"** household.
10. **"Loss"** means:
 - A. Sudden, direct, and unintended physical damage; or
 - B. Theft.
11. **"Minimum limits"** refers to the following limits of liability to be provided under an automobile liability insurance policy, as required by Missouri law, if liability coverage under this policy is provided on a split-limit basis:
 - A. \$25,000 for each person, subject to \$50,000 for each **"accident"** with respect to **"bodily injury"**; and
 - B. \$10,000 for each **"accident"** with respect to **"property damage"**.
12. **"Newly acquired auto"** means an **"auto"** that **"you"** become the **"owner"** of during the policy period, if:
 - A. **"You"** pay any additional premium due for coverage under this policy;
 - B. **"We"** insure all other **"autos"** **"you"** **"own"**;
 - C. No other insurance policy provides coverage for the **"auto"**; and
 - D. Subject to the following conditions:
 - (1) If the **"auto"** **"you"** acquire replaces an **"auto"** shown on the Declarations page, that acquired **"auto"** will have the same coverage as the **"auto"** it replaces. Coverage will begin when **"you"** become the **"owner"** of the acquired **"auto"**. **"You"** must ask **"us"** to insure a replacement **"auto"** within 30 days after **"you"** become the **"owner"** if **"you"** want to continue any coverage **"you"** had under **Part IV: Coverage for Physical Damage to an Auto** after those initial 30 days.
 - (2) If the **"auto"** **"you"** acquire replaces an **"auto"** shown on the Declarations page, and the replaced **"auto"** did not have coverage under **Part IV: Coverage for Physical Damage to an Auto**, **"you"** may add this coverage for the replacement **"auto"**. The added coverage will not be effective until after **"we"** receive **"your"** written request and **"we"** agree to add the coverage.

- (3) If the *“auto”* *“you”* acquire is in addition to the *“autos”* shown on the Declarations page, that added *“auto”* will have the same coverage as the *“auto”* on the Declarations page with the broadest coverage if *“you”* ask *“us”* to insure the additional *“auto”* within 30 days after *“you”* become the *“owner”*. If *“you”* ask *“us”* in writing to insure the additional *“auto”* within 30 days after *“you”* became the *“owner”*, coverage will begin when *“you”* became the *“owner”* of the *“auto”*.
- (4) If the *“auto”* *“you”* acquire is in addition to the *“autos”* shown on the Declarations page, and *“you”* do not ask *“us”* in writing to insure the additional *“auto”* within 30 days after *“you”* become the *“owner”*, no coverage will be provided for the additionally acquired *“auto”* until after *“you”* ask *“us”* in writing to insure the additional *“auto”* and *“we”* agree to insure the *“auto”*.
- (5) If no *“auto”* on the policy has coverage under **Part IV: Coverage for Physical Damage to an Auto**, *“you”* may add this coverage for the acquired *“auto”*. The added coverage will not be effective until after *“we”* receive *“your”* request and *“we”* agree to add the coverage.
- (6) If *“you”* ask *“us”* in writing to increase any of *“your”* limits, the increase will not be effective until after *“we”* receive *“your”* request and *“we”* agree to increase the limits.
13. *“Occupying”* means:
- In;
 - Upon; or
 - Getting in, on, out, or off.
14. *“Own”* and *“owned”*, with respect to a motor vehicle means:
- Titled to that person under motor vehicle laws; or
 - Leased under a written agreement for a continuous period of at least six months.
15. *“Owner”* means a person:
- To whom a motor vehicle is titled under motor vehicle laws; or
 - To whom a motor vehicle is leased under a written agreement for a continuous period of at least six months.
16. *“Property damage”* means the physical damage of, destruction of, or loss of use of, tangible property.
17. *“Trailer”* means a vehicle designed to be pulled by a private passenger *“auto”*, which is not used:
- As an office, store, or for commercial display purposes;
 - To transport passengers; or
 - As a primary residence.

PART I: LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the Limits of Liability, “we” will pay damages for “*bodily injury*” and “*property damage*” for which any “*insured*” becomes legally responsible because of an auto “*accident*”. “We” will settle or defend as “we” deem appropriate, any claim or lawsuit. However, “we” will not pay for punitive or exemplary damages under **Part I**. In addition to “our” limit of liability, “we” will pay costs “we” incur when “we” defend an “*insured*”. “Our” duty to settle or defend ends when “our” limit of liability for this coverage has been exhausted by payment of judgments or settlements, or the limit is paid into a court that has jurisdiction. “We” have no duty to defend any lawsuit or settle any claim for “*bodily injury*” or “*property damage*” not covered under this policy.

ADDITIONAL DEFINITIONS FOR PART I: LIABILITY COVERAGE

1. “*Insured*” as used in **Part I** means:
 - A. “*You*” or any “*family member*” for the ownership or operation of any “*auto*” or trailer while towed by or attached to a “*covered auto*”;
 - B. Any person using a “*covered auto*” with permission from “*you*” or a “*family member*”;
 - C. For a “*covered auto*”, any person or organization but only with respect to vicarious responsibility for acts or omissions of an insured person described in 1.A or 1.B above; or
 - D. For any “*auto*” or “*trailer*” other than a “*covered auto*”, any other person or organization but only with respect to vicarious responsibility for the acts or omissions of “*you*” or a “*family member*”. This Provision 1.D. applies only if the person or organization does not “*own*” or hire the “*auto*” or “*trailer*”.

However, the following are not “*insureds*” under **Part I** if the provisions of Section 2679 of Title 28, United States Code, as amended, require the Attorney General of the United States to defend that person or organization in any civil action for “*bodily injury*” or “*property damage*” arising out of the “*accident*”:

- A. The United States of America or any of its agencies.
- B. Any person with respect to “*bodily injury*” or “*property damage*” resulting from the operation of an “*auto*” by that person as an employee of the United States Government.

SUPPLEMENTARY PAYMENTS

In addition to “our” limit of liability, “we” will pay on behalf of the “*insured*”:

1. Up to \$250 for the cost of bail bonds required because of an “*accident*” or traffic law violation resulting from an “*accident*”. The “*accident*” must result in “*bodily injury*” or “*property damage*” covered under this policy. “We” have no duty to apply for or furnish this bond.
2. Premiums on appeal bonds and bonds to release attachments in any lawsuit “we” defend. “We” are not required to apply for or provide these bonds. “We” also are not required to purchase a bond in an amount that is greater than “our” limit of liability.
3. Interest accruing after a judgment is entered in any lawsuit “we” defend, and only on that part of the judgment:
 - A. For which “we” are responsible; and
 - B. That does not exceed “our” limit of liability.

"Our" duty to pay interest ends when *"we"* offer to pay, or have deposited with the court, that part of the judgment which does not exceed *"our"* limit of liability for this coverage. This does not apply if *"we"* have not been given notice of lawsuit or the opportunity to defend an *"insured"*.

4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at *"our"* request.
5. Other reasonable expenses incurred at *"our"* request.

EXCLUSIONS FOR PART I: LIABILITY COVERAGE

(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part I.)

1. *"We"* have no duty to defend and do not provide Liability Coverage for any *"insured"*:
 - A. Who intentionally causes, or directs another to cause, *"bodily injury"* or *"property damage"*.
 - B. For *"bodily injury"* or *"property damage"* that results, or is reasonably expected to result from the acts of any *"insured"*.
 - C. For *"property damage"* to property owned or being transported by that *"insured"*.
 - D. For *"property damage"* to property:
 - (1) Rented to;
 - (2) Used by; or
 - (3) In the care of;
 that *"insured"*.
 This Exclusion 1.D. does not apply to:
 - (1) *"Property damage"* to a residence or private garage unless that residence or garage is owned by *"you"* or another *"insured"*; or
 - (2) Any *"auto"* being used by an *"insured"* that is:
 - (i) Loaned for demonstration purposes or as a replacement for a *"covered auto"* while it is out of use because of breakdown, repair, or servicing; and
 - (ii) Owned by a person, firm, or occupation engaged in the business of selling, repairing, or servicing motor vehicles.
 - E. For *"bodily injury"* to an employee of that *"insured"* during the course of employment. This Exclusion 1.E. does not apply to *"bodily injury"* to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 - F. For that *"insured's"* liability arising out of the ownership or operation of any vehicle while it is used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion 1.F. applies to, but is not limited to, the delivery of magazines, newspapers, food, or any other products. However, this Exclusion 1.F. does not apply to shared-expense car pools.
 - G. While employed or otherwise engaged in the *"business"* of:
 - (1) Selling;
 - (2) Leasing;
 - (3) Repairing;
 - (4) Testing;
 - (5) Servicing;
 - (6) Storing;
 - (7) Parking;
 - (8) Cleaning; or
 - (9) Delivering;

vehicles designed for use mainly on public highways.

This Exclusion 1.G. does not apply to the ownership, maintenance, or use of a **“covered auto”** by:

- (1) **“You”**; or
 - (2) Any **“family member”**.
- H. Maintaining or using any vehicle while that **“insured”** is employed or otherwise engaged in any **“business”** (other than farming or ranching). This Exclusion 1.H. does not apply to business use of a **“covered auto”** by an **“insured”** that has been disclosed to **“us”** and for which all applicable premiums have been paid.
- I. Using a vehicle without permission of its **“owner”** to do so. This Exclusion 1.I. does not apply to a **“family member”** using a **“covered auto”** **“owned”** by **“you”**.
- J. For **“bodily injury”** or **“property damage”** resulting from exposure to radioactive or nuclear material, or otherwise covered under any nuclear energy liability insurance policy.
- K. For **“bodily injury”** or **“property damage”** resulting from the operation of a vehicle as an employee of the United States Government and acting within the scope of that employment. This Exclusion 1.K. applies when the provisions of the Federal Tort Claims Act apply.
- L. For **“bodily injury”** or **“property damage”** resulting from the intentional discharge, dispersal, or release of radioactive, nuclear, biological, chemical, or other hazardous materials, or from exposure to those materials.
- M. Any liability assumed by an **“insured”** under any contract or agreement by **“you”** or a **“family member”**. This Exclusion 1.M. does not apply to **“property damage”** to any **“auto”** being used by an **“insured”** that is:
 - (1) Loaned for demonstration purposes or as a replacement for a **“covered auto”** while it is out of use because of breakdown, repair, or servicing; and
 - (2) Owned by a person, firm, or occupation engaged in the business of selling, repairing, or servicing motor vehicles.
- N. For **“bodily injury”** to **“you”** or any **“family member”** or any **“insured”**. However, this Exclusion 1.N. applies only to the extent the damages exceed the **“minimum limits”**.
- O. For **“bodily injury”** or **“property damage”** resulting from the use of any **“auto”** or trailer as a residence or premises, or for office or display purposes.
2. **“We”** do not provide Liability Coverage for the ownership, maintenance, or use of:
- A. Any vehicle which:
 - (1) Has fewer than four wheels; or
 - (2) Is designed mainly for use off public roads.

This Exclusion 2.A. does not apply:

 - (1) While such vehicle is being used by an **“insured”** in a medical emergency; or
 - (2) To a **“trailer”**.
 - B. Any vehicle, other than a **“covered auto”**, which is:
 - (1) **“Owned”** by **“you”**; or
 - (2) Furnished or available for **“your”** regular use.
 - C. Any vehicle, other than a **“covered auto”**, which is:
 - (1) **“Owned”** by any **“family member”**; or
 - (2) Furnished or available for the regular use of any **“family member”**.

This Exclusion 2.C. does not apply to **“you”** while **“you”** are maintaining or **“occupying”** any vehicle which is:

 - (1) **“Owned”** by any **“family member”**; or
 - (2) Furnished or available for the regular use of any **“family member”**.

- D. Any vehicle while competing in, or practicing or preparing for, any prearranged or organized racing, stunting, or speed contest.
 - E. Any vehicle located inside a facility designed for racing or high performance driving for the purpose of:
 - (1) Competing in any prearranged or organized racing, stunting, or speed contest;
 - (2) Practicing or preparing for any prearranged or organized racing, stunting, or speed contest; or
 - (3) Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.
 - F. A *"covered auto"* while leased or rented to others.
3. *"We"* will not pay for punitive or exemplary damages under this **Part I**.
4. If a court with proper jurisdiction determines that an exclusion is invalid or unenforceable because it does not satisfy the minimum requirements of the Missouri Motor Vehicle Financial Responsibility Law, the exclusion will apply to the extent that the limits of liability for this coverage exceed the *"minimum limits"*.

LIMIT OF LIABILITY

1. The applicable limit of liability for each person is *"our"* maximum limit of liability for all damages for *"bodily injury"* to a person, including, but not limited to, damages for:
- A. Loss of society;
 - B. Loss of companionship;
 - C. Loss of services;
 - D. Loss of consortium; and
 - E. Wrongful death;
- which may arise as a result of *"bodily injury"* sustained by any one person in any one *"auto"* *"accident"*. Subject to this limit for each person, the limit of liability shown on the Declarations page for each accident for Bodily Injury Liability is *"our"* maximum limit of liability for all damages for *"bodily injury"* resulting from any one *"auto"* *"accident"*.
2. The applicable limit of liability for each accident for Property Damage Liability is *"our"* maximum limit of liability for all *"property damage"* resulting from any one *"auto"* *"accident"*.
3. The applicable limit of liability is the most *"we"* will pay regardless of the number of:
- A. *"Insureds"*;
 - B. Claimants;
 - C. Claims;
 - D. Claims made;
 - E. Lawsuits filed;
 - F. Vehicles or premiums shown in the Declarations page; or
 - G. Vehicles involved in the *"accident"*.
4. The limit of liability for each person and each accident shown on the Declarations page for *"bodily injury"* shall apply to all *"bodily injury"* sustained in the *"accident"*, and the limit of liability shown on the Declarations page for *"property damage"* shall apply for all *"property damage"* caused by an *"insured"* in any one *"accident"*.

- 5. A **“covered auto”** and a **“trailer”** are considered to be one **“auto”**. Therefore, the limits of liability will not be increased or stacked for an **“accident”** involving a **“covered auto”** that has an attached **“trailer”**.
- 6. No one will be entitled to receive duplicate payments for the same elements of damages under this policy or any other source.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance available under one or more policies or provisions of coverage, **“we”** will pay only **“our”** share of the damages. **“Our”** share is the proportion that **“our”** limit of liability bears to the total of all applicable limits. However, any insurance **“we”** provide for a vehicle **“you”** do not **“own”**, including any temporary substitutes, shall be excess over any other collectible insurance, self-insurance, or bond.

PART II: MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

In return for **“your”** premium payment for Medical Payments Coverage, and subject to the limits of liability specified in **“your”** Declarations page:

- 1. **“We”** will pay reasonable expenses incurred by an **“insured”** for necessary medical and funeral services because of **“bodily injury”**:
 - A. Caused by a motor vehicle **“accident”**; and
 - B. Sustained by an **“insured”**.

“We” will pay only those expenses incurred and reported to **“us”** within one year from the date of the **“accident”**.
- 2. **“We”** reserve the right to review, or have another party review on **“our”** behalf, the expenses to determine if they are reasonable and necessary for diagnosis and treatment of the **“bodily injury”**. **“We”** may also use independent sources of information selected by **“us”** to determine if any medical expense is reasonable and necessary. These sources may include, but are not limited to:
 - A. Physical exams paid for by **“us”** and conducted by physicians **“we”** select;
 - B. Review of medical files; or
 - C. Published sources of medical expense information including information available from computer databases.
- 3. **“We”** may refuse to pay for any medical expense that is unreasonable because the fee for the service is greater than the fee which is usual and customary for the geographic location in which the service is rendered. **“We”** may also refuse to pay for any medical expense because the service rendered is unnecessary for the treatment of the **“bodily injury”** sustained.

ADDITIONAL DEFINITIONS FOR PART II: MEDICAL PAYMENTS COVERAGE

- 1. **"Insured"** as used in **Part II** means:
 - A. **"You"** or any **"family member"** while **"occupying"** an **"auto"**; or
 - B. Any other person while **"occupying"** a **"covered auto"** with the permission of **"you"** or a **"family member"**.
- 2. **"Motor vehicle"** as used in **Part II** means a land motor vehicle designed for use principally on public roads.

EXCLUSIONS FOR PART II: MEDICAL PAYMENTS COVERAGE

(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part II.)

"We" do not provide Medical Payments Coverage for any **"insured"** for **"bodily injury"**:

- 1. Sustained while **"occupying"** any motorized vehicle having fewer than four wheels.
- 2. Sustained while **"occupying"** a **"covered auto"** when it is being used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion 2 applies to, but is not limited to, the delivery of magazines, newspapers, food, or any other products. However, this Exclusion 2 does not apply to:
 - A. Shared-expense car pools; or
 - B. A delivery of property by an **"insured"** as a volunteer.
- 3. Sustained while **"occupying"** any vehicle located for use as a residence or premises, or for office or display purposes.
- 4. Occurring during the course of employment if workers' compensation benefits are required or available for the **"bodily injury"**.
- 5. Sustained while **"occupying"**, or when struck by, any vehicle, other than a **"covered auto"**, which is:
 - A. **"Owned"** by **"you"**; or
 - B. Furnished or available for **"your"** regular use.
- 6. Sustained while **"occupying"**, or when struck by, any vehicle, other than a **"covered auto"**, which is:
 - A. **"Owned"** by any **"family member"**; or
 - B. Furnished or available for the regular use of any **"family member"**.
 This Exclusion 6 does not apply to **"you"**.
- 7. Sustained while **"occupying"** a vehicle without permission of its **"owner"** to do so. This Exclusion 7 does not apply to a **"family member"** using a **"covered auto"** which is **"owned"** by **"you"**.
- 8. Sustained while **"occupying"** any **"auto"** when it is being used in the **"business"** of an **"insured"**. This Exclusion 8 does not apply to **"bodily injury"** sustained by an **"insured"** if that **"business"** use has been disclosed to **"us"** and all applicable premiums have been paid.
- 9. Caused by or as a consequence of:

- A. Discharge of a nuclear weapon (even if accidental);
 - B. War (declared or undeclared);
 - C. Civil war;
 - D. Insurrection;
 - E. Rebellion or revolution; or
 - F. Any action taken by any governmental unit or by agents of any governmental unit to respond to, defend against, or otherwise taken to prevent or diminish the likelihood of an attack or perceived threat.
10. From nuclear reactions, radiation; bio-chemical attack, accidental or intentional discharge or dispersal of harmful biological material, or other chemical or hazardous material, for any purpose other than its safe and useful purpose.
11. Sustained while *“occupying”* any vehicle competing in, or practicing or preparing for, any prearranged or organized racing or speed contest.
12. Sustained while *“occupying”* any vehicle located inside a facility designed for racing or high performance driving for the purpose of:
- A. Competing in;
 - B. Practicing or preparing for any prearranged or organized racing or speed contest, or
 - C. Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.
13. While *“occupying”* a *“covered auto”* while it is leased or rented to others or provided in exchange for any form of compensation. This Exclusion 13 does not apply to *“you”* or a *“family member”*.
14. That is intentional or self-inflicted by the *“insured”* or inflicted on an *“insured”* at the request of that *“insured”*.
15. If the United States Government is liable under the Federal Tort Claims Act.
16. When other insurance is afforded, or would have been afforded, under a nuclear energy liability insurance but for the exhaustion of its limit of liability.

LIMIT OF LIABILITY

1. The limit of liability shown on the Declarations page for this coverage is *“our”* maximum limit of liability for each person injured in any one *“accident”*. This is the most *“we”* will pay regardless of the number of:
- A. *“Insureds”*;
 - B. Claims made;
 - C. Vehicles or premiums shown in the Declarations page; or
 - D. Vehicles involved in the *“accident”*.
2. No one will be entitled to receive duplicate payments under this policy for the same element of damages.

3. Any amount payable to the *"insured"* under this **Part II** will be reduced by any amount paid or payable for the same expense under:
 - A. **Part I: Liability Coverage** for which premium has been paid under this policy; and
 - B. **Underinsured Motorist Coverage** for which premium has been paid under this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, *"we"* will pay only *"our"* share of the expenses. *"Our"* share is the proportion that *"our"* limit of liability bears to the total of all applicable limits. However, any insurance *"we"* provide with respect to an *"insured"* who is *"occupying"* a vehicle other than a *"covered auto"*, will be excess over any other *"auto"* insurance providing medical payments coverage.

PART III: UNINSURED MOTORIST COVERAGE

INSURING AGREEMENT – UNINSURED MOTORIST COVERAGE

In return for payment of the premium for this coverage when due, and subject to the limits of liability, *"we"* agree with *"you"* as follows:

1. *"We"* will pay compensatory damages that an *"insured"* is legally entitled to recover from the *"owner"* or operator of an *"uninsured motor vehicle"* because of *"bodily injury"*:
 - A. Sustained by an *"insured"*; and
 - B. Caused by the operation of an *"uninsured motor vehicle"*.

The liability of that *"owner"* or operator for these damages must arise out of the ownership, maintenance, or use of the *"uninsured motor vehicle"*. Any judgment for damages arising out of a lawsuit brought without *"our"* written consent is not binding on *"us"*.

ADDITIONAL DEFINITIONS FOR PART III: UNINSURED MOTORIST COVERAGE

1. *"Insured"* as used in **Part III** means:
 - A. *"You"*;
 - B. Any *"family member"*;
 - C. Any other person *"occupying"* a *"covered auto"* with permission from *"you"* or a *"family member"*; or
 - D. Any person who is legally entitled to recover because of *"bodily injury"* to *"you"*, a *"family member"*, or any person *"occupying"* a *"covered auto"* with *"your"* permission.
2. *"Uninsured motor vehicle"* means a land motor vehicle or *"trailer"* of any type:
 - A. To which no bodily injury liability bond or policy applies at the time of the *"accident"*.
 - B. To which a bodily injury liability bond or policy applies at the time of the *"accident"* but its limit for bodily injury liability is less than the *"minimum limits"*.
 - C. Which is a hit-and-run vehicle whose operator or *"owner"* cannot be identified and which causes *"bodily injury"* provided the *"insured"* or someone on his or her behalf:
 - (1) Reports the *"accident"* to the police or civil authority within 24 hours; or
 - (2) Reports the *"accident"* to the police as soon as practicable after the *"accident"*.
 - D. To which a bodily injury liability bond or policy applies at the time of the *"accident"* but the bonding or insuring company:
 - (1) Denies coverage; or
 - (2) Is or becomes insolvent within two years of the date of the accident.

However, **“uninsured motor vehicle”** does not include any vehicle or equipment:

- A. Operated on rails or crawler treads.
- B. Designed mainly for use off public roads while not on public roads.
- C. While located for use as a residence or premises.
- D. That is lawfully self-insured, except a self insurer that is or becomes insolvent.
- E. That is **“owned”** by any federal, state, or local government or agency.
- F. That is a **“covered auto”**.

EXCLUSIONS FOR PART III: UNINSURED MOTORIST COVERAGE

(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part III.)

1. **“We”** do not provide coverage under this **Part III** for **“bodily injury”** sustained by any **“insured”**:
 - A. While **“occupying”** any motor vehicle that is **“owned”** or available for the regular use of **“you”** or a **“family member”**. This Exclusion 1.A. does not apply to:
 - (1) A **“covered auto”** that is insured under this **Part III**; or
 - (2) **“You”** with respect to the portion of damages that is less than or equal to the minimum limits of uninsured motorist coverage required by Missouri law.
 - B. While **“occupying”** a **“covered auto”** when it is being used as a public or livery conveyance, or used to carry property for compensation or a fee, including, but not limited to, the delivery of magazines, newspapers, food, or any other products. However this Exclusion 1.B. does not apply to a shared expense car pool.
 - C. Using a vehicle without permission to do so. This Exclusion 1.C. does not apply to a **“family member”** using a **“covered auto”** which is **“owned”** by **“you”**.
 - D. If the **“insured”** or a legal representative of that **“insured”** settles without **“our”** written consent. This Exclusion 1.D. applies only to settlements with the **“owner”** or operator of an **“uninsured motor vehicle”**.
 - E. While **“occupying”** any motor vehicle or equipment **“owned”** by a government unit or agency. The Exclusion 1.E. does not apply to damages that are less than or equal to the minimum limits of uninsured motorist coverage required by Missouri law.
 - F. If that **“insured”** intentionally causes his or her own **“bodily injury”**.
2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - A. Workers’ compensation law; or
 - B. Disability benefits law.
 This exclusion 2 applies to any amount above the minimum limits of uninsured motorist coverage mandated by Missouri law.
3. **“We”** do not provide Uninsured Motorist Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

1. The limit of liability shown in the Declarations page for each person for Uninsured Motorist Coverage includes the total of all claims for damages, including, but not limited to, damages for:
 - A. Loss of society;
 - B. Loss of companionship;
 - C. Loss of services;

- D. Loss of consortium; or
 - E. Wrongful death;
- arising out of "*bodily injury*" sustained by any one person in any one "*accident*". Subject to this limit for each person, the limit of liability shown on the Declarations page for each accident for Uninsured Motorist Coverage is "*our*" maximum limit of liability for all damages for "*bodily injury*" resulting from any one "*accident*".

This is the most "*we*" will pay regardless of the number of:

- A. "*Insureds*";
- B. Claims made;
- C. Lawsuits brought; or
- D. Vehicles involved in the "*accident*".

Regardless of the number of premiums paid, coverage available under this **Part III** may not be added, combined, or stacked to determine the limit of liability available for any one "*accident*" with respect to an "*insured*" other than "*you*" or a "*family member*".

2. The Limits of Liability under this **Part III** coverage will be reduced by all sums paid because of "*bodily injury*" by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under **Part I: Liability Coverage**. However, the Limits of Liability under this **Part III** will not be reduced by any sums:
 - A. Paid or payable under **Part II: Medical Payments Coverage**; or
 - B. Any workers' compensation law, disability benefits law or similar law.
3. Any payment made to a person under this **Part III** will reduce any amount that the person is entitled to recover under **Part I: Liability Coverage**.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, "*we*" will only pay "*our*" share of the damages. "*Our*" share is the proportion that "*our*" limit of liability provided in this **Part III** bears to the total of all applicable coverage limits. However, any insurance "*we*" provide with respect to a vehicle that is not a "*covered auto*" will be excess over any other uninsured motorist coverage.

PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO

INSURING AGREEMENT: COLLISION COVERAGE

1. Subject to the limits of liability, if "*you*" pay the premium for Collision Coverage, "*we*" will pay for a sudden, direct, and accidental "*loss*" to:
 - A. "*Your*" "*covered auto*" for which Collision Coverage has been purchased, as stated in "*your*" Declarations page;
 - B. A "*non-owned auto*"; or
 - C. A "*trailer*" titled to "*you*";
 if it overturns or is in a "*collision*" with another object .
2. If there is a "*loss*" to a "*non-owned auto*", "*we*" will provide the broadest Collision Coverage applicable to any of "*your*" "*covered autos*".
3. In addition, "*we*" will pay the reasonable cost to replace any child safety seat damaged in an "*accident*" to which this coverage applies.

INSURING AGREEMENT: COMPREHENSIVE COVERAGE

1. Subject to the limits of liability, if **“you”** pay the premium for Comprehensive Coverage, **“we”** will pay for a sudden, direct, and accidental **“loss”** to:
 - A. **“Your” “covered auto”** for which Comprehensive Coverage has been purchased, as stated in **“your”** Declarations page;
 - B. A **“non-owned auto”**; or
 - C. A **“trailer”** titled to **“you”**.

2. Comprehensive Coverage includes, but is not limited to, a **“loss”** caused by the following:
 - A. Missiles or falling objects;
 - B. Fire;
 - C. Theft or larceny;
 - D. Explosion or earthquake;
 - E. Windstorm;
 - F. Hail, water, or flood;
 - G. Malicious mischief or vandalism;
 - H. Riot or civil commotion;
 - I. Contact with bird or animal; or
 - J. Breakage of glass.If breakage of glass is caused by a **“collision”**, **“you”** may elect to have it considered a **“loss”** caused by **“collision”**.

ADDITIONAL DEFINITIONS FOR PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO

1. **“Collision”** means the upset of a **“covered auto”** or a **“non-owned auto”** or their impact with another vehicle or object.

“Collision” does not include **“loss”** caused by the following, which shall be considered as **“loss”** covered by Comprehensive Coverage:
 - A. Missiles or falling objects;
 - B. Fire;
 - C. Theft or larceny;
 - D. Explosion or earthquake;
 - E. Windstorm;
 - F. Hail, water, or flood;
 - G. Malicious mischief or vandalism;
 - H. Riot or civil commotion;
 - I. Contact with bird or animal; or
 - J. Breakage of glass.If breakage of glass is caused by a **“collision”**, **“you”** may elect to have it considered a **“loss”** caused by **“collision”**.

2. **“Custom parts and equipment”** means any equipment, devices, accessories, enhancements, and changes, other than those that are original manufacturer installed, which alter the appearance or performance of a vehicle, and includes, but is not limited to:
 - A. Stereo, sound reproducing, sound recording, and television equipment;
 - B. Radios, citizens band radios and scanners;
 - C. Personal computers, Internet access, and navigation systems;
 - D. Telephones, televisions, and video entertainment systems;

- E. Body, engine, exhaust, or suspension enhancers;
 - F. Winches, anti-roll, or anti-sway bars;
 - G. Custom grilles, louvers, side pipes, hood scoops, or spoilers;
 - H. Custom wheels, tires, or spinners;
 - I. Custom chrome and paint;
 - J. Special carpeting or insulation;
 - K. Furniture or bars;
 - L. Height-extending roofs; or
 - M. Custom murals, paintings, or other decals or graphics.
3. **"Diminution in value"** means the actual or perceived loss in market value that results from a direct and accidental **"loss"**.
4. **"Non-owned auto"** means any:
- A. Private passenger **"auto"**; or
 - B. Pickup or van that has a Gross Vehicle Weight Rating (as determined by the manufacturer) of 10,000 lbs. or less;
- that is not **"owned"** by or furnished or available for the regular use of **"you"** or any **"family member"**, while in the custody of or being operated by **"you"** with the permission of its **"owner"**.

RENTAL REIMBURSEMENT COVERAGE

1. Subject to the limits of liability, if **"you"** pay the premium for Rental Reimbursement Coverage, **"we"** will reimburse rental charges incurred when **"you"** rent an **"auto"** from a rental agency or auto repair shop due to a **"loss"** to a **"covered auto"**. This coverage applies only if **"you"** have purchased both Collision Coverage and Comprehensive Coverage for that **"covered auto"** and the **"loss"** is covered under one of those coverages.
- A. The maximum **"we"** will pay is the daily amount and total incident amount shown on the Declarations page.
 - B. If the **"loss"** is not due to a total theft:
 - (1) Reasonable rental charges will be reimbursed beginning:
 - (a) When **"your"** **"covered auto"** cannot be driven due to a **"loss"**; or
 - (b) If **"your"** **"covered auto"** can be driven, when **"you"** deliver **"your"** **"covered auto"** to a vehicle repair shop for repairs due to the **"loss"**.
 - (2) Reasonable rental charge reimbursement will end at the earliest of the following:
 - (a) When **"your"** **"covered auto"** has been returned to **"you"**;
 - (b) When **"your"** **"covered auto"** has been repaired or after a reasonable time in which **"your"** **"covered auto"** could have been repaired;
 - (c) When **"your"** **"covered auto"** has been replaced;
 - (d) If **"your"** **"covered auto"** is deemed by **"us"** to be a total loss, 48 hours after **"we"** make an offer to pay the applicable limit of liability under this **Part IV**; or
 - (e) When **"you"** incur 30 days of reasonable rental charges.
 - C. If the **"loss"** is due to a total theft, reasonable rental charges will be reimbursed beginning 48 hours after the total theft, and ends at the earliest of:
 - (1) When **"your"** **"covered auto"** or **"non-owned auto"** is returned to **"you"** or its **"owner"**;
 - (2) When **"your"** **"covered auto"** or **"non-owned auto"** has been recovered and repaired or after a reasonable time in which **"your"** **"covered auto"** could have been repaired;
 - (3) When **"your"** **"covered auto"** or **"non-owned auto"** has been replaced;

- (4) If *"your"* *"covered auto"* is deemed by *"us"* to be a total loss, 48 hours after *"we"* make an offer to pay the applicable limit of liability under this **Part IV**; or
 - (5) When *"you"* incur 30 days of reasonable rental charges.
2. If *"you"* do not pay a premium for Rental Reimbursement Coverage, *"we"* will pay for reasonable transportation expenses incurred by *"you"* if a *"covered auto"* for which Comprehensive Coverage has been purchased is stolen. *"We"* will also pay for loss of use damages that *"you"* are legally liable to pay if a *"non-owned auto"* is stolen.
- A. Coverage for transportation expenses and loss of use damages begins 48 hours after *"you"* report the theft to *"us"* and the police, and ends the earliest of:
 - (1) When the *"auto"* has been recovered and returned to *"you"* or its owner;
 - (2) When the *"auto"* has been recovered and repaired;
 - (3) When the *"auto"* has been replaced; or
 - (4) When *"we"* make an offer to settle the loss if the *"auto"* is deemed to be a total loss by *"us"*.
 - B. Coverage for transportation expenses and loss of use damages shall be limited to \$20 per day, subject to a maximum total of \$600 per loss. This additional coverage for transportation expenses and loss of use damages shall not apply if Rental Reimbursement Coverage has been purchased for the stolen *"covered auto"*.
3. *"You"* must provide *"us"* written proof of *"your"* reasonable rental charges to be reimbursed.

CUSTOM PARTS AND EQUIPMENT COVERAGE

- 1. Subject to the stated limit of liability, if *"you"* pay the premium for Custom Parts and Equipment Coverage, *"we"* will pay for a sudden, direct and accidental *"loss"* to *"your"* *"custom parts and equipment"* that is not otherwise covered by Collision Coverage or Comprehensive Coverage, reduced by any applicable deductible shown in the Declarations page.
- 2. With respect to a vehicle for which the Declarations page indicates that Custom Parts and Equipment Coverage applies, *"our"* limit of liability for *"loss"* for *"custom parts and equipment"* will be the lesser of the following:
 - A. The actual cash value of the stolen or damaged property;
 - B. The amount necessary to repair the property to its pre-loss physical condition;
 - C. The amount necessary to replace the property with other property of like kind and quality; or
 - D. The applicable limits of liability elected by *"you"* and shown in the Declarations page.
- 3. *"You"* are required to provide written proof of purchase for all *"custom parts and equipment"*. Examples of proof of purchase include receipts listing the parts and cost, bills of sale listing the parts, or cost invoice for the parts listing the cost.

TOWING AND LABOR COVERAGE

- 1. Subject to the limit of liability, if *"you"* pay the premium payment for Collision Coverage and Towing and Labor Coverage, *"we"* will pay for the following services each time a *"covered auto"* for which these coverages have been purchased, or a *"non-owned auto"*, is disabled:
 - A. Towing;
 - B. Tire changing;

- C. Gas, oil, and water delivery;
 - D. Battery services; and
 - E. Lockout services.
2. "We" will only provide Towing and Labor Coverage up to the limit shown in the Declarations page as applicable to that vehicle, and subject to the following:
 - A. "We" will only pay for necessary labor performed at the place of disablement; and
 - B. If a "non-owned auto" is disabled, "we" will provide the broadest coverage applicable to any "covered auto" shown in the Declarations page.
 3. "We" will not pay Towing and Labor Coverage for any of the following:
 - A. Installation of products or material not related to the disablement;
 - B. Labor not related to the disablement;
 - C. Labor or repair work performed at a service station, garage, or repair shop;
 - D. Repeated service calls for a covered disabled vehicle in need of routine maintenance or repair;
 - E. Disablement that results from an intentional or willful act or action by "you", a "family member", or the operator of the disabled "auto"; or
 - F. A "trailer" of any kind.

AUTO LOAN/LEASE COVERAGE

1. If "you" pay the premium for Auto Loan/Lease Coverage for a "covered auto" and that "covered auto" sustains a total loss, "we" will pay any unpaid amount due on the lease or loan for that "covered auto" reduced by:
 - A. The amount paid under **Part IV: Coverage for Physical Damage to an Auto** of the policy; and
 - B. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
 - (3) Security deposits not refunded by a lessor;
 - (4) Costs for extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the loan or lease or refunds due to "you";
 - (5) Carry-over balances from previous loans or leases;
 - (6) Collection or repossession expenses; and
 - (7) Salvage value if "you" retain salvage.
2. "Our" payment shall not exceed twenty-five percent (25%) of the actual cash value of the "covered auto" at the time of the total loss. "We" may pay "you" and the lessor or lienholder named on the Declarations page.
3. This coverage only applies for a "covered auto" for which "you" have purchased Auto Loan/Lease Coverage, Collision Coverage, and Comprehensive Coverage.

EXCLUSIONS FOR PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO (Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part IV.)

“We” will not provide coverage for:

1. **“Loss”** to a **“covered auto”** or any **“non-owned auto”** that occurs while it is being used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion 1 applies to, but is not limited to, the delivery of magazines, newspapers, food or any other products. However, this Exclusion 1 does not apply to shared-expense car pools.
2. Damage resulting from:
 - A. Wear and tear;
 - B. Freezing;
 - C. Mechanical or electrical breakdown or failure; or
 - D. Road damage to tires.This Exclusion 2 does not apply if the damage results from the total theft of a **“covered auto”** or **“non-owned auto”**.
3. **“Loss”** due to exposure or as a result of:
 - A. The discharge or release of radioactive materials or contamination;
 - B. A radioactive or nuclear event for which insurance is or can be afforded under a nuclear energy liability insurance policy;
 - C. War (declared or undeclared), including civil war;
 - D. Warlike action by the government or other authority using military personnel or agents. This includes action taken to hinder or defend against an actual or expected attack;
 - E. Insurrection, rebellion, or revolution; or
 - F. Riot.
4. **“Loss”** to any electronic equipment that reproduces, receives, or transmits audio, visual, or data signals. This includes, but is not limited to:
 - A. Radios and stereos;
 - B. Tape decks;
 - C. Compact disk systems;
 - D. Navigation systems;
 - E. Internet access systems;
 - F. Personal computers;
 - G. Video entertainment systems;
 - H. Telephones;
 - I. Televisions;
 - J. Two-way mobile radios;
 - K. Scanners; or
 - L. Citizens band radios.This Exclusion 4 does not apply to Custom Parts and Equipment Coverage or to electronic equipment that is permanently installed in a **“covered auto”** or any **“non-owned auto”** by the automobile’s manufacturer.
5. **“Loss”** to tapes, records, disks, or other media used with equipment described in Exclusion 4.
6. **“Loss”** to equipment designed or used for the detection or location of radar or laser.
7. A total loss to a **“covered auto”** or any **“non-owned auto”** due to destruction, confiscation, or seizure by governmental or civil authorities.
8. **“Loss”** to facilities or equipment used with **“your” “trailer”**, including, but not limited to:

- A. Cooking, dining, plumbing, or refrigeration facilities;
 - B. Awnings or cabanas; and
 - C. Any other facilities or equipment not permanently attached to *"your" "trailer"*.
9. *"Loss"* to any *"non-owned auto"* when used by *"you"* or any *"family member"* without permission of the *"owner"* to do so.
10. *"Loss"* to any custom furnishings or equipment in or upon any *"covered auto"* or any *"non-owned auto"*. Custom furnishings or equipment include equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of a vehicle. This includes, but is not limited to:
- A. Body, engine, exhaust, or suspension enhancers;
 - B. Winches, anti-roll, or anti-sway bars;
 - C. Custom grilles, louvers, side pipes, hood scoops, or spoilers;
 - D. Custom wheels, tires, or spinners;
 - E. Custom chrome and paint;
 - F. Special carpeting or insulation;
 - G. Furniture or bars;
 - H. Height-extending roofs; or
 - I. Custom murals, paintings, or other decals or graphics.
- This Exclusion 10 does not apply to:
- A. *"Loss"* to *"custom parts or equipment"* to which Custom Parts and Equipment Coverage applies; or
 - B. To a cap, cover, or bed-liner in or upon any *"covered auto"* that is a pickup.
11. *"Loss"* to any *"non-owned auto"* being maintained or used by any person while employed or otherwise engaged in the *"business"* of:
- A. Selling or leasing;
 - B. Repairing;
 - C. Servicing;
 - D. Testing;
 - E. Delivering;
 - F. Cleaning;
 - G. Storing;
 - H. Parking; or
 - I. Towing;
- vehicles designed for use on public highways.
12. *"Loss"* sustained while a *"covered auto"* or *"non-owned auto"* is being used in practicing or preparing for any prearranged, organized, or spontaneous street racing, speed, distance contest, stunting, or demolition contest activity.
13. *"Loss"* to any vehicle located inside a facility designed for racing or high performance driving for the purpose of:
- A. Competing in any prearranged or organized racing, stunting, or speed contest;
 - B. Practicing or preparing for any prearranged or organized racing or speed contest; or
 - C. Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.
14. *"Loss"* to, or loss of use of, a *"non-owned auto"* rented by:
- A. *"You"*; or

B. Any **“family member”**;
if a rental vehicle company is precluded from recovering such **“loss”** or loss of use from **“you”** or that **“family member”** pursuant to the provisions of any applicable rental agreement or state law.

- 15. **“Loss”** to a **“covered auto”** or **“non-owned auto”** for **“diminution in value”**.
- 16. **“Loss”** to a **“covered auto”**, **“non-owned auto”**, or **“trailer”** that is intended or is caused intentionally by a willful act by **“you”**, a **“family member”**, its **“owner”**, or any insured or at the direction of **“you”**, a **“family member”**, its **“owner”** or any insured, even if the actual damage is different from the intended or expected damage.
- 17. **“Loss”** to a **“covered auto”**, **“non-owned auto”**, or **“trailer”** resulting from the intentional discharge, dispersal, or release of radioactive, nuclear, biological, chemical, or other hazardous materials, for any purpose other than its safe and useful purpose.
- 18. **“Loss”** to a **“covered auto”**, **“non-owned auto”**, or **“trailer”** while it is leased or rented to others, or provided in exchange for any form of compensation.
- 19. **“Loss”** to a **“covered auto”** or **“trailer”** while it is in the care, custody, or control of anyone engaged in the **“business”** of selling the **“covered auto”** or **“trailer”**.
- 20. **“Loss”** to personal property that is not permanently attached to the **“covered auto”**, **“non-owned auto”**, or **“trailer”**.

LIMIT OF LIABILITY

- 1. **“Our”** limit of liability for **“loss”** will be the lesser of the:
 - A. The limit of liability shown on **“your”** Declarations page;
 - B. Actual cash value of the stolen or damaged property;
 - C. Amount necessary to repair the property to its pre-loss physical condition; or
 - D. Amount necessary to replace the property with other property of like kind and quality.
 However, the most **“we”** will pay for **“loss”** to:
 - A. Electronic equipment that reproduces, receives, or transmits audio, visual, or data signals, and which is permanently installed in the **“auto”** but not by the **“auto”** manufacturer or in the factory, is \$1,000, unless increased coverage is purchased;
 - B. A **“trailer”** is \$1,000.
- 2. An adjustment for depreciation and physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining actual cash value in the event of a total loss.
- 3. If a repair or replacement results in better than like kind or quality, **“we”** will not pay for the amount of the betterment.
- 4. Any payment for damaged property will be reduced by the applicable deductible shown on **“your”** Declarations page and by the salvage value if **“you”** or the **“owner”** retain the salvaged property.

5. If coverage applies to a *“non-owned auto”*, *“we”* will provide the broadest coverage applicable to any *“auto”* shown on the Declarations page. However, the highest deductible on any *“covered auto”* shall apply.
6. In determining the amount necessary to repair damaged property, the amount to be paid by *“us”* will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
 - A. Original manufacturer parts or equipment; and
 - B. Non-original manufacturer parts or equipment.
7. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.
8. Payment under **Part IV** due to theft of an *“auto”* is conditioned upon transfer of the title to *“us”* if *“we”* make a demand for the title.
9. If *“you”* agree to have a damaged windshield repaired, *“we”* shall have no duty to replace that windshield or pay any other amount with regard to that windshield *“loss”* after repair.

PAYMENT OF LOSS

“We” may, at *“our”* expense, return any stolen property to:

1. *“You”*; or
2. The address shown on the Declarations page.

If *“we”* return stolen property, *“we”* will pay for any damage resulting from the theft. *“We”* may keep all or part of the property at an agreed or appraised value.

“We” may pay for a *“loss”* in money or repair or replace the damaged or stolen property. If *“we”* pay for *“loss”* in money, *“our”* payment will include the applicable sales tax for the damaged or stolen property.

LOSS PAYABLE CLAUSE

1. A *“loss”* or damage under this policy shall be paid, as interest may appear, to *“you”* and the loss payee shown on the Declarations page. However, with *“your”* consent, *“we”* may pay a repair facility directly for the repair of a partial loss covered under this **Part IV**.
2. If we determine that fraud, misrepresentation, material omission, or an intentional act causing damage was committed by or at the direction of *“you”* or a *“family member”*, or the *“loss”* is not otherwise covered under the terms of this policy, the interest of the loss payee will not be protected.
3. *“We”* reserve the right to cancel or nonrenew this policy, and any cancellation or nonrenewal shall terminate all agreements as to the loss payee's interest. *“We”* will give the same notice of cancellation or nonrenewal to the loss payee as *“we”* give to the named insured shown on the Declarations page. When *“we”* pay the loss payee, *“we”* shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NO BENEFIT TO BAILEE

Coverage provided by this insurance policy shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

When there are other sources of recovery or applicable insurance, "*we*" will pay only "*our*" share of the "*loss*". "*Our*" share is the proportion that "*our*" limit of liability bears to the total of all applicable limits. However, any insurance "*we*" provide with respect to a "*non-owned auto*" shall be excess over any other collectible source of recovery, including, but not limited to:

1. Any coverage provided by or to the "*owner*" of the "*non-owned auto*";
2. Any other applicable physical damage insurance or self-insurance; or
3. Any other source of recovery applicable to the "*loss*".

APPRAISAL

1. If "*we*" and "*you*" do not agree on the amount of "*loss*", either party may demand an appraisal of the "*loss*". If a demand is made, each party will select a competent and impartial appraiser. The two appraisers will select an impartial and qualified umpire. Each appraiser will state separately the actual cash value and the amount of loss. In the event of a disagreement, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - A. Pay its chosen appraiser; and
 - B. Bear the expenses of the appraisal and umpire equally.
2. Neither party waives any rights under this policy by agreeing to an appraisal.

PART V: INSURED'S DUTIES AFTER AN ACCIDENT OR LOSS

"*We*" have no duty to provide coverage under this policy if any insured fails to comply with the following duties:

1. "*We*" must be notified promptly of how, when, and where the "*accident*" or "*loss*" happened. Notice should also include:
 - A. The names and addresses of any injured persons and of any witnesses;
 - B. All facts and circumstances, including weather conditions and a description of injuries; and
 - C. The license plate numbers and descriptions of the vehicles involved.
2. "*You*", members of "*your*" household, and any person seeking any coverage must:
 - A. Cooperate with "*us*" in the investigation, settlement, and defense of any claim or lawsuit.
 - B. Promptly send "*us*" copies of any notices or legal papers received in connection with the "*accident*" or "*loss*".
 - C. Submit, as often as "*we*" reasonably require, to physical exams paid for by "*us*" and conducted by doctors or medical providers "*we*" select.
 - D. Allow "*us*" to take signed and recorded statements, including statements and examinations under oath, and answer all questions "*we*" ask as often as "*we*" may reasonably require. "*We*" may require that statements and examinations be conducted

outside of **"your"** presence or the presence of witnesses or other persons seeking coverage or benefits under this policy.

- E. Authorize **"us"** to obtain:
- (1) Medical records and reports;
 - (2) Data contained in an Event Data Recorder or similar device;
 - (3) Employment and wage records; and
 - (4) Other relevant records, including, but not limited to:
 - (a) Electronic records;
 - (b) Business and financial records;
 - (c) Audio and video recordings;
 - (d) Phone records including cellular records;
 - (e) Computer records;
 - (f) Current and prior insurance claims records;
 - (g) Global Positioning System (GPS) data records; and
 - (h) Loss payee records.
- F. Submit a proof of loss when required by **"us"**, and within 30 days or less from the date that **"we"** provide **"you"** our proof of loss form.
3. A person seeking Coverage for Physical Damage to an Auto must also:
- A. Take reasonable steps after the **"loss"** to protect the **"covered auto"** or **"non-owned auto"** and their equipment from further **"loss"**. **"We"** will pay reasonable expenses incurred to do this.
 - B. Promptly notify the police if a **"covered auto"** or **"non-owned auto"** is stolen.
 - C. Permit **"us"** to inspect, photograph, and appraise the damaged property before its repair or disposal.
 - D. Authorize **"us"** to move the damaged **"auto"** and/or **"trailer"** to a storage facility of **"our"** choice at **"our"** expense.

PART VI: GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE

BANKRUPTCY

Bankruptcy or insolvency of **"you"**, a **"family member"** or any other person who is an **"insured"** under **Part I** shall not relieve **"us"** of any obligations under this policy.

CHANGES

1. This policy, **"your"** Application, the terms and conditions **"you"** have expressly agreed to, the Declarations page, as may be amended, and Endorsements issued by **"us"**, contains all the agreements between **"you"** and **"us"**. Its terms may not be changed or waived except by an endorsement issued by **"us"**.
2. If there is a change to the information used to calculate the policy premium, **"we"** may adjust **"your"** premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - A. The number, type, or use classification of insured vehicles;
 - B. Operators using insured vehicles;
 - C. The place of principal garaging of insured vehicles; or
 - D. Coverage, deductible, or limits.

If a change resulting from Provision 1 or 2 above requires a premium adjustment, “we” will make the premium adjustment in accordance with “our” rating rules.

3. If “we” make a change which broadens coverage under this edition of “your” policy without an additional premium charge, then that change will automatically apply to “your” policy as of the date “we” implement the change in “your” state. This Provision 3 does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - A. A subsequent edition of “your” policy; or
 - B. An Amendatory Endorsement.

CONCEALMENT OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on “your” insurance application. “We” may void this policy if “you” or an “insured” person:

1. Made incorrect statements or representations to “us” with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct at the time of application.

Except for claims made by innocent third parties for coverage up to the “*minimum limits*”, “we” may void this policy due to an intentional misrepresentation, concealment, or an incorrect statement of a material fact in connection with a claim, even after the occurrence of an “*accident*” or “*loss*”. This means that “we” will not be liable for any claims or damages that would otherwise be covered. If “we” void a policy in accordance with this provision it will be voided from its inception.

“We” do not provide coverage or benefits for any person who has intentionally concealed or intentionally misrepresented material facts in connection with any “*accident*” or “*loss*” for which coverage or benefits are sought under this policy.

LEGAL ACTION AGAINST US

1. No legal action may be brought against “us” until there has been full compliance with all the terms of this policy. In addition, under **Part I: Liability Coverage**, no legal action may be brought against “us” until:
 - A. “We” agree in writing that the person who is an “*insured*” under **Part I** has an obligation to pay; or
 - B. The amount of that obligation has been finally determined by judgment after trial.
2. No person or organization has any right under this policy to bring “us” into any action to determine the liability of a person who is an “*insured*” under **Part I**.
3. There can be no abandonment to “us” of any “*auto*” or “*trailer*”. “We” have no duty to preserve or retain salvage for any purpose, including for use as evidence in any civil or criminal proceeding.

OUR RIGHT TO RECOVER PAYMENT - SUBROGATION

1. If *"we"* make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, *"we"* shall be subrogated to that right, to the extent of *"our"* payment. . That person shall do:
 - A. Whatever is necessary to enable *"us"* to exercise *"our"* rights; and
 - B. Nothing after an *"accident"* or *"loss"* to prejudice *"our"* rights.
2. If the *"insured"* has been paid by *"us"* under **Part III: Uninsured Motorist Coverage**, or **Part IV: Coverage For Physical Damage To An Auto**, and the *"insured"* also recovers from another, the amount recovered will be held by the *"insured"* in trust for *"us"* and reimbursed to *"us"* to the extent of *"our"* payment. If *"we"* are not reimbursed, *"we"* may pursue recovery of that amount directly against that *"insured"*.
3. If *"we"* make a payment under this policy for **Underinsured Motorist Coverage**, *"we"* are entitled to all the rights of recovery that the *"insured"* has against another, after a judgment has been rendered by a court of law.
4. If the *"insured"* recovers from another without *"our"* written consent, the *"insured's"* right to payment under any affected coverage will no longer exist.
5. If *"we"* seek recovery from a liable party, *"we"* will attempt to recover any applicable deductible unless *"you"* ask *"us"* not to pursue the deductible, and *"you"* agree to be bound on a pro rata basis to any compromise settlement agreement entered into by *"us"* with the liable party or the outcome of any arbitration *"we"* enter into for those sums. *"We"* have no obligation to pursue recovery against another for any *"loss"* not covered by this policy.
6. *"We"* reserve the right to settle the deductible or property damage claims against the responsible parties for less than the full amount. *"We"* reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.
7. If the total recovery is less than the total of *"our"* payment and the deductible, *"we"* will reduce reimbursement of the deductible by the proportion that the actual recovery bears to the total of *"our"* payments and the deductible. Reimbursement of the deductible will also be reduced by a proportionate share of expenses and attorney fees incurred in connection with those recovery efforts.

POLICY PERIOD AND TERRITORY

1. This policy applies only to *"accidents"* and *"loss"* that occur:
 - A. After the effective date and time shown in the Declarations page, or the time this policy was purchased, whichever is later;
 - B. After it becomes effective but prior to cancellation, termination or 12:01 a.m. on the expiration date shown on the Declarations page, whichever is earlier; and
 - C. Within the policy territory.
2. The policy territory is:
 - A. The United States of America, its territories or possessions;
 - B. Puerto Rico; and
 - C. Canada.

This policy also applies to *“loss”* and *“accidents”* involving a *“covered auto”* while it is being transported between ports within the policy territory.

3. No coverage is provided under this policy for any *“accident”* or *“loss”* arising out of the use or maintenance of any vehicle or *“trailer”* in the Republic of Mexico.

TERMINATION

1. Cancellation

This policy may be cancelled during the policy period as follows:

- A. *“You”* may cancel by:
- (1) Returning this policy to *“us”*;
 - (2) Giving *“us”* advance written notice of the date cancellation is to take effect; or
 - (3) Giving *“us”* advance notice to by any other method *“we”* agree to accept.
- B. *“We”* may cancel by mailing or delivering to the named insured shown in the Declarations page at the address last known by *“us”*:
- (1) At least 10 days notice:
 - (a) If cancellation is for nonpayment of premium; or
 - (b) If notice is mailed or delivered during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - (2) At least 30 days notice by United States Post Office certificate of mailing.
- C. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, *“we”* will cancel only:
- (1) For nonpayment of premium; or
 - (2) If *“your”* driver’s license has been revoked. This must have occurred:
 - (a) During the policy period; or
 - (b) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- However, in the event more than one person is a named insured shown in the Declarations page, and only one named person’s driver’s license has been suspended or revoked, *“we”*:
- (1) May not cancel this policy; but
 - (2) May issue an exclusion providing that coverage will not be afforded to that named person under the terms of this policy while that person is operating *“your” “covered auto”* during any period of suspension or revocation.

2. Nonrenewal

If *“we”* decide not to renew or continue this policy, *“we”* will mail or deliver notice to the named insured shown in the Declarations page at the address last known by *“us”*. Notice will be mailed or delivered at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, *“we”* will have the right not to renew or continue it only at each anniversary of its original date.

3. Automatic Termination

- A. If *“we”* offer to renew or continue, and *“you”* or *“your”* representative reject the renewal offer or do not accept or pay the premium to renew the policy when due, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that *“you”* have not accepted *“our”* offer.
- B. If *“you”* obtain other insurance on a *“covered auto”*, any similar insurance provided by this policy will terminate as to that *“auto”* on the effective date of the other insurance.

- C. If a **“covered auto”** is sold, assigned, gifted or transferred to anyone other than a **“family member”**, the insurance **“we”** provide for that **“auto”** shall automatically terminate at the time it is sold, assigned, gifted or transferred.

4. Other Termination Provisions

- A. **“We”** may deliver any notice electronically instead of mailing it. Proof of mailing or delivery of any cancellation notice or nonrenewal notice shall be sufficient proof of notice.
- B. As a condition of the issuance of this policy, **“you”** have consented to all notices and communication from **“us”** to **“you”** being sent via email or by other electronic means in lieu of any other method, and that **“our”** transmittal of any notice or communication to **“you”** via e-mail or via other electronic means shall have the same force and effect as if provided in writing and sent to **“you”** via U.S. Mail with proof of mailing.
- C. If this policy is cancelled, **“we”** will send **“you”** any premium refund due to **“you”** within a reasonable period of time. **“Our”** making of a refund is not a condition of cancellation.
- D. The effective date of cancellation stated in a notice shall become the end of the policy period.

PAYMENT OF PREMIUM

1. If **“your”** initial premium payment for the first policy period is by e-check, draft, credit card or any remittance other than cash, coverage under this policy is conditioned upon that e-check, draft, credit card or remittance being honored by the bank or other financial institution when it is presented for payment. If the e-check, draft, credit card, or remittance is not honored, **“we”** may deem this policy void from its inception, as if it was never issued. This means that **“we”** will not be liable under this policy for any claims or damages that would be covered if that e-check, draft, credit card, or remittance had been honored when presented by **“us”** for payment.
2. **“We”** do not waive any of **“our”** rights if **“we”** process a deposit after the due date so that **“we”** may issue a refund to **“you”** when the policy is cancelled.
3. If a premium payment made by e-check draft, credit card or any remittance other than cash, is subsequently not honored or a chargeback is processed, thereby depriving **“us”** of any premium from policy inception, **“we”** may deem this policy void from its inception, as if it was never issued. This means that **“we”** will not be liable under this policy for any claims or damages that would be covered if that e-check, draft, credit card, or remittance had been honored and not subjected to chargeback or reversal when presented by **“us”** for payment or any time thereafter.

TRANSFER OF YOUR INTEREST IN THIS POLICY

1. **“Your”** rights and duties under this policy may not be assigned without **“our”** written consent. However, if a named **“insured”** shown in the Declarations page dies, coverage will be provided for:
- A. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as if a named **“insured”** shown in the Declarations page; and
- B. The legal representative of the deceased person as if a named **“insured”** shown in the Declarations page. This applies only with respect to the representative’s legal responsibility to maintain or use a **“covered auto”**.

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

CONFORMITY WITH STATUTE

Any provision of this policy that conflicts with a statute of the state “you” listed on “your” application as “your” garaging address shall be changed to conform to such law.

TWO OR MORE AUTO POLICIES

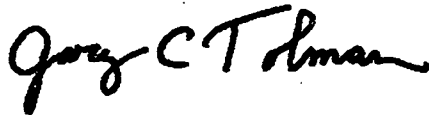
If this policy and any other auto insurance policy issued to “you” by “us” apply to the same “accident”, the maximum limit of “our” liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

**MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION
COVERAGE LIMITATION**

The Missouri Property and Casualty Insurance Guaranty Association will pay claims covered under the Missouri Property and Casualty Insurance Guaranty Association Act if “we” become insolvent. “We” are required to notify “you” that the following limitations apply:

- 1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of \$25 million or more at the end of the insurer’s most recent fiscal year or December 31st of the year preceding the date the insurer becomes insolvent.
- 2. “Net worth” means the total assets of a person less the total liabilities against those assets.
- 3. The Association’s obligation includes only the amount of each covered claim which is less than \$300,000.
- 4. The Association will not:
 - A. Be obligated to an insured or claimant in excess of the limits of liability of the policy from which the claim arises; or
 - B. Return to the insured any unearned premium in excess of \$25,000.

OFFICER’S SIGNATURE



Gary C. Tolman
President

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Esurance Property and Casualty Insurance Company
Named Insured (Policyholder): VICKIE NASH
Policy No.: PAMO-006237972

NAMED EXCLUDED DRIVER ENDORSEMENT – MISSOURI
Please read carefully. This endorsement limits “your” policy’s coverage.

Named of Excluded Driver: JON R NASH

If “you” have asked “us” to exclude a driver who is a member of “your” “household” from coverage under “your” policy (“Excluded Driver”), “you” agree that “your” policy is amended as follows:

No coverage will be provided, and “we” will not pay any benefits under any part of “your” policy, for any claim or expense arising from any “accident” or “loss” while a “covered auto”, or any other “auto” for which coverage under “your” policy would apply, is being operated by the Excluded Driver.

This Named Excluded Driver Endorsement applies to both direct claims against the Excluded Driver and claims against “you”, a “family member”, an organization or any other person who is vicariously liable for an “accident” arising out of the operation of a motor vehicle by the Excluded Driver named above.

This Named Excluded Driver Endorsement is effective for “your” policy as of the date shown above, and shall remain in effect until revoked in writing by the named insured. By signing below, “you” agree that “you” have elected to exclude ALL coverage from “your” policy, as described above, when the Excluded Driver named above is operating a motor vehicle.

This Named Excluded Driver Endorsement shall apply to all renewal, continuation, reinstatement after lapse, or replacement or transfer policies issued by “us” or an insurer affiliated with “us”.

All other terms and conditions of “your” policy remain in effect.

VICKIE NASH
Signature of Named Insured (Policyholder)

07/14/2015
Date

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ADVERSE UNDERWRITING DECISION NOTICE

NAMED INSURED: VICKIE NASH POLICY NO.: PAMO-006237972

As required by Missouri law and the Federal Fair Credit Reporting Act, we are writing to advise you that the rate we assigned to your automobile insurance policy is not our lowest rate. At Esurance, we use insurance scoring, which is based on consumer credit report data along with other rating factors, such as driving record and prior loss history, in determining the appropriate rates to apply to your policy. Based on these factors, we have issued your policy at the lowest rate we have available to you.

The following factors were the primary influences on your credit-based insurance bureau score:

1. Number of accounts in good standing
2. Age when earliest account or loan was opened
3. Length of time since most recent auto loan was established
4. Number of inquiries unrelated to insurance

We have secured motor vehicle reports (MVR), loss information reports (CLUE), Current Carrier (CC), and consumer credit report data scores from the consumer reporting agency shown below. Please note that the consumer reporting agency did not make any premium or rating decisions and it is unable to explain your policy premium. As provided in the Fair Credit Reporting Act, you are entitled to obtain a free copy of each of your consumer reports within sixty (60) days of receiving this notice. You will need to contact the consumer reporting agency directly to dispute the accuracy or completeness of any information included in your reports.

Consumer Reporting Agency:
 LexisNexis Consumer Center
 P.O. Box 105108
 Atlanta, GA 30346-5108
 (800) 456-6004
www.consumerdisclosure.com

If you have questions about our rating action, please submit them to us in writing at the address listed below within ninety (90) days of the date this letter was mailed to you. We will respond in writing within twenty-one (21) days after receiving your request.

Rate Review
 Esurance Customer Service
 P.O. Box 5250
 Sioux Falls, SD 57117

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Policy last updated: September 3, 2009

Esurance's Privacy & Security Commitment

Esurance values its relationship with you. Protecting the privacy of your information is of the greatest importance to us. As an insurance provider, we are regulated by Federal and State laws protecting the confidentiality and security of your information, as well as our use and disclosure of it.

- Whether you are a current, former, or potential customer, Esurance treats your personal information with the same high level of confidentiality and security.
- We never sell your personal information.
- We only share your personal information as necessary to provide the insurance products and services you have requested; or to contact you about Esurance's products and services.
- We DO NOT share information with third parties for Marketing purposes unless we have your prior permission to do so. This is our pledge to you.

Our Use And Disclosure of Information

At Esurance, we gather information about you that may be used to process and service your insurance policy, settle your claims and offer you additional products and services that we think may be of interest to you, and as permitted or directed by you. Some of this may be nonpublic, personal information (information not available to the general public) that is provided by you, that we gather from transactions and communications with you, through services performed for you, that we obtain from third parties, or that we obtain through other means, all as permitted by law.

Information We Collect From You

This includes information you provide us when you apply for our products or request services, either on the Internet, by phone, or by other means. It may include information such as your name, address, residence information, telephone number, email address, vehicle information, driver's license number, driving history, current or former insurance information, social security number, gender, educational background, date of birth, marital status and Esurance Web pages visited. It also includes information from your communications with us such as letters, telephone calls, and emails.

Information We Collect From Third Parties

This includes information we collect from insurance support organizations, such as consumer reporting agencies and other third parties. It includes information such as motor vehicle reports, consumer credit information, demographic information, insurance histories, and claims reports. Information obtained from insurance support organizations may be retained by such organizations and disclosed to other persons as permitted by law.

Information About Your Transactions

This includes information about your transactions with us and others, including our affiliates. It includes information such as your policy coverage levels, account balances, claims history, and billing information.

Information We Disclose

The above-described types of personal and other types of information about our current, former, or potential customers, may be disclosed, but only as permitted or required by law, or as permitted or directed by the customer or consumer.

We may disclose such information to affiliated and nonaffiliated insurance companies, insurance agents, reinsurance companies, insurance support organizations, such as consumer reporting agencies, government entities, and claims administrators. We may also disclose information to nonaffiliated third parties that perform services or functions on our behalf including the marketing of our products or services. Further, we may also disclose information as necessary to effect, administer or enforce a transaction that you request or authorize.

The following are examples of situations in which we may disclose information:

- Your information may be passed between us and our agents, appraisers, attorneys, investigators, and others who may be involved in the sales and marketing of Esurance products and services, processing of applications, and servicing of policies or claims.
- We provide your policy information to adjusters and other appropriate business entities that make any necessary repairs to your vehicle when you are involved in a claim.
- We may provide your information to others whom we determine need such information to perform insurance or other professional functions for us. These may include parties helping us with administrative services and consumer reporting agencies.
- We may supply information as required by search warrant, subpoena, or legal process, with state insurance departments, or other law enforcement or government authorities when required by law, or to protect our own legal interests in the event of suspected illegal or fraudulent activities.
- If we collect your information as an agent for one of our business partners, we may use it to contact you or make you an offer regarding auto insurance that may be of interest to you.

All of the nonaffiliated entities with which we may share your information are required to keep the information confidential and use it only for the purposes for which it was shared, except as otherwise permitted by law.

Esurance Communications

As an Esurance policyholder, Esurance will contact you regarding your policy and our products and services, such as billing notices, confirmations of changes, changes to our products, and other Esurance-specific communications. You may NOT unsubscribe from these Esurance-specific communications that relate to your primary usage of our service and products; and you agree to receive these if you make a purchase.

From time-to-time, Esurance may contact you about third-party promotions. In addition, prior to purchasing a policy or after canceling your policy, Esurance may contact you to confirm your quote or invite you to come back and get a new quote or to purchase a policy. You will have the ability to unsubscribe from whichever type of communication you received.

Confidential and Secure Environment

Esurance is strongly committed to protecting the confidentiality and security of your information against unauthorized access and disclosure. Esurance uses encryption technology to protect your information. Our Web servers have been enabled with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing personal information provided to Esurance during a secure session.

All secure pages on our Web site have been issued a digital certificate by Secure Server Certification Authority. You can view this digital certificate affirming the security of our site by clicking on the image of the closed lock at the bottom of your browser window. A small frame displaying our site's security information will appear. Click on "Certification Path" to verify that you are on the Esurance site. Click on "Issuer Statement" to verify our site's certification authority.

You can browse our Web site anonymously and find information about Esurance and our products. Esurance collects general, anonymous information about Web site visits as part of our business tracking. This information does not identify you personally, and is used to enhance your Web site experience. This includes information such as how you linked to our Web site, your Internet protocol (IP) address, your browser type, and your time of visit. Esurance may use third-party Web analytic and advertising services (our "third-party ad servers") such as Atlas and DoubleClick to assist with this collecting and tracking of anonymous information.

In particular, Esurance and its third-party ad servers may use technology that includes pixels and cookies on our Web site, and on Web sites on which we advertise, to support site tracking, measure site performance, and for product marketing. For example, one of our third-party ad servers may place a cookie on your computer that, in conjunction with pixels stored on our Web pages, helps to identify your computer when you return, to personalize aspects of your experience at our site, and to better understand how visitors are using our site, all of which helps us to continually improve your experience on our site. These cookies and pixels contain no personally identifiable information (such as your name, address, telephone number or email address) and will not damage your computer. Industry standard encryption techniques are used to send these cookies and your security is not compromised by their use. Your browser must be set to accept Esurance's cookies in order to properly navigate the Esurance site. If you would like more information about the use of cookies and pixels by our third-party ad servers, including how to opt out of their use of these technologies, please visit http://www.networkadvertising.org/managing/opt_out.asp.

We restrict access to your personal information to our employees, our affiliates' employees, or others who need to know that information to service your account. We maintain strict physical, electronic, and procedural safeguards to protect your personal information.

Links to Other Companies on the Esurance Web Site

The Esurance Web site contains links to our business partners and links to other sites offering valuable information. If you choose to provide any personal information directly to any of these entities, the collection and disclosure of your personal information by that entity will be governed solely by that entity's privacy policy. Esurance makes no representations or warranties regarding these sites.

Reviewing or Correcting Your Information

As a policyholder, you can always review and update your information through your account on our Web site at www.esurance.com or by calling our customer service center at 1-800-ESURANCE (1-800-378-7262). All consumers have the right to know the personal information that Esurance has about them, to make changes to that information, and to know the identity of any entity that Esurance has disclosed that information to within the previous two years. To make such an inquiry please call our customer service center or write to the address listed below and identify the information you would like. You will be required to provide certain personal information for identity verification purposes. If your information is immediately accessible when you call, the customer service

representative will review it with you and you may make changes to it at that time. If your information is not immediately accessible when you contact us, within 30 business days, Esurance will inform you of the types of information we have about you. If you would like to further review the information, you may review and copy the information in person at our customer service center or request a copy be sent to you by mail. Esurance may charge a fee for providing a copy by mail.

Information Request
Esurance Customer Service
P.O. Box 5250
Sioux Falls, SD 57117-5250

Contact Information

For questions about our privacy policy, please contact us at the address below, or send an email to: privacy@esurance.com

Privacy
Esurance Customer Service
P.O. Box 5250
Sioux Falls, SD 57117-5250

This privacy policy applies to the following companies:

Esurance Inc.
Esurance Insurance Services, Inc.
Esurance Insurance Company
Esurance Insurance Company of New Jersey
Esurance Property and Casualty Insurance Company
Home State County Mutual Insurance Company (for Esurance-Home State Customers)

Esurance may modify this Policy from time to time. The current policy is always available at www.esurance.com. If significant changes are made to the Policy, Esurance will notify its policyholders.

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

PLEASE READ THIS NOTICE CAREFULLY

This Notice provides information concerning the possible impact on your insurance coverage due to directives issued by OFAC. No coverage is provided by this Notice nor can it be construed to replace any provisions of your policy. Please read your policy and Declarations page for complete information on the coverages you are provided.

OFAC administers and enforces sanctions policies based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's website at <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this policy has violated U.S. sanctions law or is a "Specially Designated National and Blocked Person," as identified by OFAC, this policy will be considered a blocked or frozen contract and all provisions of this policy are immediately subject to OFAC rules and regulations. When a policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

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21SL-CC00671

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or call 888-718-9051*

ONE MARKET VALUATION SUMMARY

Prepared for ESURANCE

REPORT SUMMARY

CLAIM INFORMATION

Owner	Nash, Vickie Saint Louis, MO 63125
Loss Vehicle	2002 Toyota RAV4 Automatic 4WD
Loss Incident Date	03/30/2016
Claim Reported	04/06/2016

The CCC ONE® Market Valuation Summary reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by ESURANCE.

Loss vehicle has 14% fewer than average mileage of 162,000.

INSURANCE INFORMATION

Report Reference Number	80742624
Claim Reference	WIS-0076822-01
Adjuster	Sellers, Julie
Odometer	138,866
Last Updated	04/06/2016 05:25 PM

VALUATION SUMMARY

Base Vehicle Value	\$ 6,284.00
Condition Adjustment	- \$ 496.00
Adjusted Vehicle Value	\$ 5,788.00
Vehicular Tax (7.11%)	+ \$ 411.70
Tax reflects applicable state, county and municipal taxes.	
Value before Deductible	\$ 6,199.70
Deductible	- \$ 500.00

Total	\$ 5,699.70
--------------	--------------------

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived from comparable vehicle(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	7



Owner: Nash, Vickie
Claim: WIS-0076822-01

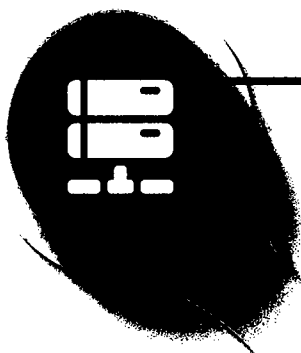
VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

ESURANCE has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.

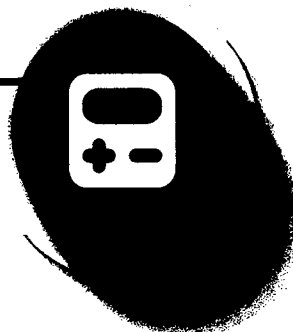


CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information



CCC ONE MARKET VALUATION SUMMARY

Owner: Nash, Vickie
Claim: WIS-0076822-01



VEHICLE INFORMATION

VEHICLE DETAILS

Location	SAINT LOUIS, MO 63125
VIN	JTEHH20V326066668
Year	2002
Make	Toyota
Model	RAV4
Body Style	Automatic 4WD
Body Type	Sports Utility
Engine -	
Cylinders	4
Displacement	2.0L
Fuel Type	Gasoline
Carburation	EFI
Transmission	Automatic Transmission Overdrive 4 Wheel Drive
Curb Weight	2877 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss vehicle that may impact the value.

VEHICLE ALLOWANCES

Package 1: L Edition		+ 56
Odometer	138,866	+ 676

Options

Power Mirrors	Package 1	+ 19
Air Conditioning	Package 1	+ 222
CD Player	Package 1	+ 74
Aluminum/Alloy Wheels	Package 1	+ 74
Heated Mirrors	Package 1	+ 10
Privacy Glass	Package 1	+ 37
Fog Lamps	Package 1	+ 37
Luggage/Roof Rack	Reported	+ 19

Reported* Option(s) added after initial valuation

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

CCC ONE MARKET VALUATION SUMMARY

Owner: Nash, Vickie
 Claim: WIS-0076822-01

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Package 1:	L Edition	
Odometer	138,866	
Transmission	Automatic Transmission	✓
	Overdrive	✓
	4 Wheel Drive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	☐
	Power Locks	☐
Decor/Convenience	Power Mirrors	☐
	Air Conditioning	☐
	Tilt Wheel	✓
	Cruise Control	☐
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
Seating	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	☐
	Cassette	✓
Wheels	Aluminum/Alloy Wheels	☐
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Heated Mirrors	☐
	Body Side Moldings	✓
	Privacy Glass	☐

To the left is the equipment of the loss vehicle that ESURANCE provided to CCC.

Standard This equipment is included in the base configuration of the vehicle at time of purchase.

Additional Equipment that is not Standard but was noted to be on the loss vehicle.

CCC ONE MARKET VALUATION SUMMARY

Owner: Nash, Vickie
Claim: WIS-0076822-01



VEHICLE INFORMATION

VEHICLE EQUIPMENT

Fog Lamps	<input type="checkbox"/>
Luggage/Roof Rack	<input type="checkbox"/>
Rear Window Wiper	<input checked="" type="checkbox"/>



CCC ONE MARKET VALUATION SUMMARY

Owner: Nash, Vickie
Claim: WIS-0076822-01

VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
INTERIOR			
Seats	FAIR	Back row seats and driver head rest missing. Staining on driver's seat bottom and passenger seat bottom.	- \$ 78
Carpets	FAIR	Staining in driver's area at right side near gas pedal. Both front door panels and left rear have staining. Left rear area is stained.	- \$ 72
Dashboard	NORMAL	No visible damage to components.	\$ 0
Headliner	FAIR	Numerous spots on headliner toward right rear.	- \$ 84
EXTERIOR			
Sheet Metal	NORMAL	No visible dents, dings, or rust.	\$ 0
Trim	FAIR	Sun damaged headlamps and left side body side moldings are scratched.	- \$ 156
Paint	FAIR	Scratches on left quarter panel and driver's side front and rear doors.	- \$ 117
Glass	NORMAL	No visible scratches, pitting or chips.	\$ 0
MECHANICAL			
Engine	NORMAL	Significant dirt and grease in engine compartment.	\$ 0
Transmission	NORMAL	No photos to confirm condition.	\$ 0
TIRES			
Front Tires	NORMAL	41%-68% 5/32-9/32	\$ 0
Rear Tires	ABOVE AVERAGE	Both tires 10/32	\$ 11
Total Condition Adjustments			- \$ 496

ESURANCE uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Normal condition. These dollar adjustments are based upon interviews with dealerships across the United States.

21SL-CC00671

Electronically Filed - St Louis County - February 12, 2021 - 11:52 AM

April 08, 2016

Vickie Nash
115 E Ripa Ave
Lemay, MO 63125

Re: Insured : Vickie Nash
Party : Vickie Nash
Date of Loss : 03/30/2016
Claim Number : WIS-0076822
Vehicle : 2002 Toyota RAV4
VIN # : JTEHH20V326066668

Dear Vickie Nash:

We have evaluated your claim and your vehicle has been deemed a total loss.

Our process of evaluating your vehicle's value involves using a company called CCC. CCC uses a database (unless prohibited by law in your state) to compare your vehicle to similarly equipped vehicles of the same year, make, and model with comparable pre-loss condition available in your local market area. When establishing a value, it was necessary to make some adjustments due to the pre-loss conditions of your vehicle in order to arrive at an actual cash value. These deductions and/or additions are for mileage, options, and condition. The deductions and/or additions totaled \$728.00.

A copy of the CCC report and estimate is being sent to you under a separate email for your review.

The following is a breakdown of the total loss settlement:

ACV	:	\$	5,788.00	Actual Cash Value
FEES	:	\$	14.00	applicable title and registration fees
DED	:	\$	500.00	

NET	:	\$	5,302.00	

The following will be required in order to process your total loss and should be mailed to the following address as soon as possible:

Copart
Attn: Lot # 21788006
13033 TAUSSIG AVE
BRIDGETON, MO 63044

Our records indicate that the following names are on the title

- 1) VICKIE L NASH

Please ensure that you sign the enclosed documents in the designated areas exactly the same as listed above.

Power of attorney can also be faxed to 877-914-0327, attention your claim number, in lieu of mailing.

- Signed and notarized power of attorney. If you have a Cosigner, we will also need a power of attorney signed and notarized by this person. Power of attorney will be provided separately. The Motor Vehicle Power of Attorney **must be signed exactly as the name(s) appear on the title** (do not fill in any vehicle information on the form and do not keep any forms as this could delay your settlement). If your vehicle is being financed, we will also need the phone number and account number for your lien holder.
- Remove your license plate and any personal belongings from the vehicle. You are responsible for contacting your local tag office on the requirements for returning or transferring your license plate.
- Forward any and all keys you may have to the vehicle. If the vehicle has not been picked up, you may leave the keys with the vehicle.
- If your vehicle is located at a body shop or tow yard, please advise the shop or tow yard that Esurance has permission to move the vehicle.

****Return all requested items promptly to ensure timely payment to lien holder and/or yourself.****

As an Esurance insured it is your responsibility to delete the vehicle from your policy. The total loss settlement does not automatically delete the vehicle from your policy. If you only have one vehicle on the policy, removal will terminate your policy at the time of your request. If you purchase a replacement vehicle, and wish to insure it with us, please immediately contact Esurance to inform us of the purchase.

Should you have any questions, please feel free to contact me at the below listed number.

Thank you for your prompt attention in this matter.

Sincerely,

Mike Ledbetter

Mike Ledbetter
 On Behalf of Esurance Property and Casualty Insurance Company
 (972) 755-5889(16) 626-3600
 Fax: (877) 914-0327
MLedbetter@esurance.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
Eastern Division

VICKIE RAWLINS, on behalf
of herself and all others
similarly situated

Plaintiff,

v.

ESURANCE PROPERTY AND
CASUALTY INSURANCE COMPANY

Defendant,

)
)
)
)
)
)
)
)
)
)
)

Case No.

ORIGINAL FILING FORM

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY
WHEN INITIATING A NEW CASE.**

THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER _____
AND ASSIGNED TO THE HONORABLE JUDGE _____.

THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS _____ AND
THAT CASE WAS ASSIGNED TO THE HONORABLE _____. THIS CASE MAY,
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

The undersigned affirms that the information provided above is true and correct.

Date: 06/09/2021

/s/ Deborah J. Campbell #54625MO
Signature of Filing Party

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

VICKIE RAWLINS, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff St. Louis County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Martin L. Daesch #40494, Jesse B. Rochman #60712, Craig W. Richards #67262, OnderLaw, LLC, 110 E. Lockwood, 2nd Floor, St. Louis, MO 63119 (314) 963-9000

DEFENDANTS

Esurance Property and Casualty Insurance Company

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Deborah J. Campbell #54625MO, Dentons US LLP, One Metropolitan Square, # 3000, St. Louis, MO 63102 (314) 241-1800

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Sections 1332, 1441, 1446

Brief description of cause: Punitive class action alleging Esurance breached insurance contract by failing to pay sales tax associated with loss

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 6/9/2021 SIGNATURE OF ATTORNEY OF RECORD /s/ Deborah J. Campbell #54625MO

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Esurance Improperly Excluded Sales Tax from Total Loss Payments](#)
