
UNINSURED MOTORISTS COVERAGE SECTION
Coverage D1 – Bodily Injury
Coverage D3 – Property Damage

Insuring Agreement

We will pay compensatory damages which an “insured” is legally entitled to recover from the owner or operator of an “uninsured motor vehicle” because of:

- A. “Bodily injury” sustained by an “insured” and caused by an accident; and
- B. “Property damage” caused by an accident.

The owner’s or operator’s liability 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 suit brought without our written consent is not binding on us.

We have the burden of proof if there is a dispute as to whether a vehicle is an “uninsured motor vehicle”.

As used in this Coverage Section:

- A. “Insured” means:
 - 1. You or any “resident relative”.
 - 2. Any other person “occupying” “your covered auto”.
 - 3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies sustained by a person described in 1. or 2. above.
- B. “Property damage” means injury to, or destruction of, or loss of use of:
 - 1. “Your covered auto”, not including a temporary substitute auto.
 - 2. Any property owned by a person listed in 1. or 2. of the definition of an “insured” while contained in “your covered auto”.
 - 3. Any property owned by you or any “resident relative” while contained in any auto not owned, but being operated, by you or any “resident relative”.
- C. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:
 - 1. To which no liability bond or policy applies at the time of the accident.
 - 2. To which a liability bond or policy applies at the time of the accident but its limit of liability either:
 - a. Is not enough to pay the full amount the “insured” is legally entitled to recover as damages; or
 - b. Has been reduced by payment of claims to an amount which is not enough to pay

the full amount the “insured” is legally entitled to recover as damages.

- 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any “resident relative”;
 - b. A vehicle that you or any “resident relative” are “occupying”; or
 - c. “Your covered auto”.
 - 4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.
- However, “uninsured motor vehicle” does not include any vehicle or equipment:
- 1. Owned by or furnished or available for the regular use of you or any “resident relative”.
 - 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
 - 3. Owned by any governmental unit or agency.
 - 4. Operated on rails or crawler treads.
 - 5. Designed mainly for use off public roads while not on public roads.
 - 6. While located for use as a residence or premises.

Exclusions

- A. We do not provide Uninsured Motorists Coverage for “bodily injury” sustained:
 - 1. By an “insured” while “occupying”, or when struck by, any motor vehicle owned by that “insured” which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any “resident relative” while “occupying”, or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for “bodily injury” sustained by any “insured” or “property damage”:
 - 1. If that “insured” or the legal representative settles the claim and such settlement prejudices our right to recover payment. However, this Exclusion (B.1.) does not apply to a settlement made, with our written consent, with the insurer of a vehicle described in Paragraph 2. of the definition of “uninsured motor vehicle”.
 - 2. While “occupying” “your covered auto” when it is being used:

- a. As a public or livery conveyance. When a vehicle is used to carry property for a fee, this Exclusion (B.2.a.) does not apply to you or a “resident relative” unless the primary usage of the vehicle is to carry property for a fee.

This Exclusion (B.2.a) does not apply to a vehicle used for a:

- (1) Share-the-expense car pool;
- (2) Charitable purpose; or
- (3) Volunteer purpose.

- b. By a transportation network company driver who is logged on to a transportation network company’s digital network as a driver or is engaged in a prearranged ride. A transportation network company means a corporation, partnership, sole proprietorship, or other entity that uses a digital network to connect a transportation company rider or property to a transportation company driver for a prearranged ride.

3. Using a vehicle without a reasonable belief that that “insured” is entitled to do so. This Exclusion (B.3.) does not apply to a “resident relative” using “your covered auto” which is owned by you.

4. While using any vehicle to participate or compete in, or practice or prepare for a prearranged or organized:

- a. Racing contest, meet or rally, whether against another vehicle or against time;
- b. Demolition contest;
- c. Stunting activity; or
- d. High performance driving or racing instruction course or school.

This exclusion (B.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.

5. While “occupying” “your covered auto” during a period it is rented or leased by you to others. However, this exclusion (B.5.) does not apply:

- a. To you or a “resident relative”; or
- b. If you or any “resident relative” lends “your covered auto” to another for reimbursement of operating expenses only.

6. That results from the intentional acts of that “insured”.

- C. We do not provide Uninsured Motorists Coverage for “property damage” for the first \$250 of the amount of “property damage” as the result of any one accident.

- D. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer:

1. Under any of the following or similar law:
 - a. Workers’ compensation law;
 - b. Disability benefits law; or

2. Of property.

- E. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

- A. Split Limits

If the Declarations shows separate limits of liability for Coverage D1 – Uninsured Motorists Bodily Injury Coverage:

The limit of liability shown in the Declarations for each person for Coverage D1 – Uninsured Motorists Bodily Injury Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of “bodily injury” sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage D1 – Uninsured Motorists Bodily Injury Coverage is our maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident. The limit for Property Damage Coverage shown in the Declarations for each accident for Coverage D3 – Uninsured Motorists Property Damage Coverage is our maximum limit of liability for all “property damage” resulting from any one accident.

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

1. “Insureds”;
2. Claims made;
3. Policies or bonds applicable;
4. Vehicles or premiums shown in the Declarations; or
5. Vehicles involved in the auto accident.

- B. Single Limit

If the Declarations shows a single limit of liability for Coverages D1 & D3 – Combined Uninsured Motorists Bodily Injury & Uninsured Motorists Property Damage:

The limit of liability shown in the Declarations for Coverages D1 & D3 – Combined Uninsured Motorists Bodily Injury & Uninsured Motorists Property Damage is our maximum limit of liability for all damages resulting from any one auto accident.

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

1. “Insureds”;
2. Claims made;
3. Policies or bonds applicable;
4. Vehicles or premiums shown in the Declarations; or
5. Vehicles involved in the auto accident.

- C. Subject to Paragraph A. or B. above as applicable, our limit of liability will be the lesser of:

1. The difference between the amount of an “insured’s” damages for “bodily injury” or “prop-

erty damage” and the amount paid or payable to that “insured” for such damages by or on behalf of persons or organizations who may be legally responsible; and

2. The applicable limit of liability for this coverage.
- D. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section that have been paid under:
1. Any other Coverage Section or part of this policy; or
 2. Any other personal auto policy.
- E. We will not pay for any damages for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- F. With respect to coverage under Paragraph 2. of the definition of “uninsured motor vehicle”, we will reduce the “insured’s” total damages by any amount available to that “insured”, under any bodily injury liability bonds or policies applicable to the “uninsured motor vehicle”, that such “insured” did not recover as a result of a settlement between that “insured” and the insurer of an “uninsured motor vehicle”. However, any reduction of the “insured’s” total damages will not reduce the limit of liability for this coverage.
- This Paragraph (F.) shall not apply if we advance payment to the “insured” in an amount equal to the tentative settlement with the insurer of the “uninsured motor vehicle”.
- G. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers’ compensation law; or
 2. Disability benefits law.
- H. For any “property damage” to which:
1. The Damage To Your Auto Coverage Section of this policy or similar coverage from another policy; and
 2. This coverage;
- both apply, the “insured” may choose the coverage from which damages will be paid. If neither coverage is sufficient to pay the damages or loss, the “insured” may recover under both coverages, subject to the following:
1. The higher deductible must be paid. However, both deductibles will not apply; and
 2. No more than the actual damages or loss may be recovered.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Coverage Section of the policy:

- A. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit of liability for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- B. The maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.
- C. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for “your covered auto”, will be excess over any collectible insurance providing such coverage on a primary basis.
- D. If the coverage under this policy is provided:
 1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

General Provisions Section

The General Provisions Section of this policy is amended as follows for Uninsured Motorists Coverage:

Our Right To Recover Payment

Our rights under “Our Right To Recover Payment” in the General Provisions are modified, and the following is added for Uninsured Motorists Coverage:

Our rights do not apply under for payments under the Uninsured Motorists Coverage Section with respect to coverage under Paragraph 2 of the definition of “uninsured motor vehicle” if we:

- a. Have been given prompt written notice of a tentative settlement between an “insured” and the insurer of an “uninsured motor vehicle”; and
- b. Fail to advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the “insured” is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advance payment.