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

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, 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 web site – 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 insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

CRUM & FORSTER®
A FAIRFAX COMPANY

COMMON POLICY DECLARATIONS

Crum & Forster Specialty Insurance Company
305 Madison Avenue
Morristown, NJ 07962

POLICY NUMBER
CPA-110858
RENEWAL OF:
CPA-107548

1. NAMED INSURED, MAILING & GARAGE ADDRESS:

RVSHARE, LLC; RVShare Protection Products, LLC
1985 West Henderson Road, PMB 62433
Columbus, OH 43220

PRODUCER:

Crum & Forster Insurance Brokers, Inc.
3151 Briarpark Dr., Suite 525
Houston, TX 77042

2. POLICY PERIOD: From 03/21/2026 to 03/21/2027 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS		PREMIUM
Business Auto Coverage Part	$	[redacted]
Total Policy Premium:	**$**	[redacted]

4. FORMS APPLICABLE TO ALL COVERAGES:

See Schedule of Forms and Endorsements

5. BUSINESS DESCRIPTION: Peer to peer RV rental facilitation

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms shown elsewhere in the policy)

Forms and Endorsements applying to and made part of this policy at the time of issuance:

CFSIC OFAC 12 12	U.S. Treasury Dept Office of Foreign Assets Control
CPA 0001 02 17	Common Policy Declarations
CFSIC-END (12/10)	Schedule of Forms and Endorsements
FM 114.0.1116 03 10	Business Auto Coverage Part Declarations
CA 00 01 11 20	Business Auto Coverage Form
CFSIC SEM 0114 04 26	Business Auto Coverage Form Amendments
CA 99 54 10 13	Covered Auto Designation Symbol
SOP CF 07 16	Service of Process Clause
Claim 04 26	Claim Notification
IL 00 17 11 98	Common Policy Conditions
CFSIC SE 9565 12 25	Designated Insured Endorsement
CFSIC SE 9538 04 23	Covered Autos Liability Limit of Insurance Endorsement
CFSIC SE 9107 05 23	Campsite Accident Extension
CFSIC SE 9408 06 21	Amendment to Exclusions
CFSIC SE 9540 05 23	Amendment to Definitions
CFSIC SE 9108 06 21	Uninsured/Underinsured Motorist, Medical Payments and Personal Injury Protection Coverages
CFSIC SE 9556 03 25	Rate, Audit and Minimum Premium Endorsement
CFSIC SE 9617 03 25	Deductible Endorsement
CA 23 41 11 16	Public or Livery Conveyance and On-Demand Delivery Services Exclusion
CA 23 84 10 13	Exclusion of Terrorism
CA 23 94 10 13	Silica or Silica-Related Dust Exclusion for Covered Autos Exposure
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CA 21 57 03 16	Connecticut Uninsured and Underinsured Motorists Coverage
CA 21 02 11 06 (CT)	Split Bodily Injury Uninsured Motorists Coverage Limits (Connecticut)
CA 22 08 11 20	Delaware Personal Injury Protection Endorsement
CA 21 49 10 13	District of Columbia Uninsured Motorists Coverage
CA 21 07 12 93 (DC)	Split Uninsured Motorists Coverage Limits (District of Columbia)
CA 22 10 01 21	Florida Personal Injury Protection
CA 22 65 02 18	Hawaii Personal Injury Protection Coverage
CA 21 30 01 15	Illinois Uninsured Motorists Coverage
CA 21 38 10 13	Illinois Underinsured Motorists Coverage
CA 21 02 11 06 (IL)	Split Bodily Injury Uninsured Motorists Coverage Limits (Illinois)
CA 21 37 02 20	Kansas Uninsured Motorists Coverage
CA 21 02 11 06 (KS)	Split Bodily Injury Uninsured Motorists Coverage Limits (Kansas)
CA 22 14 10 13	Kansas Personal Injury Protection
CA 22 16 10 13	Kentucky Personal Injury Protection
CA 21 74 10 13	Maine Uninsured Motorists Coverage
CA 21 02 11 06 (ME)	Split Bodily Injury Uninsured Motorists Coverage Limits (Maine)
CA 99 03 10 13	Auto Medical Payments Coverage (Maine)
CA 21 13 03 21	Maryland Uninsured Motorists Coverage
CA 21 07 12 93 (MD)	Split Uninsured Motorists Coverage Limits (Maryland)
CA 22 19 03 21	Maryland Personal Injury Protection Endorsement
MM 99 70 07 25	Important Notice to All Policyholders
MM 99 28 07 25	Uninsured Motorists Coverage – Massachusetts
MM 99 35 04 11	Personal Injury Protection Coverage - Massachusetts
CA 22 20 07 21	Michigan Personal Injury Protection
CA 22 24 07 21	Michigan Property Protection Coverage
CA 21 24 05 20	Minnesota Uninsured and Underinsured Motorists Coverage
CA 21 02 11 06 (MN)	Split Bodily Injury Uninsured Motorists Coverage Limits (Minnesota)
CA 22 25 02 21	Minnesota Personal Injury Protection
CA 21 04 10 13	Missouri Uninsured Motorists Coverage
CA 21 56 10 13	Missouri Split Uninsured Motorists Coverage Limits
CA 21 70 10 13	Nebraska Uninsured and Underinsured Motorists Coverage
CA 21 75 10 13	Nebraska Split Uninsured and Underinsured Motorists Coverage Limits
CA 21 14 10 16	New Jersey Uninsured and Underinsured Motorists Coverage
CA 21 77 10 13	New Jersey Split Uninsured and Underinsured Motorists Coverage Limits
CA 22 30 01 20	New Jersey Personal Injury Protection
CA 31 13 11 18	Uninsured Motorists Endorsement – New York
CA 22 32 11 18	New York Mandatory Personal Injury Protection Endorsement
CA N 002 07 25	North Carolina Uninsured/Underinsured Motorists Coverage Notice
CA 21 16 10 13	North Carolina Uninsured Motorists Coverage
CA 21 07 12 93 (NC)	Split Uninsured Motorists Coverage Limits (North Carolina)
CA 21 83 10 13	North Dakota Uninsured Motorists Coverage
CA 21 86 10 13	North Dakota Underinsured Motorists Coverage
CA 21 02 11 06 (ND)	Split Bodily Injury Uninsured Motorists Coverage Limits (North Dakota)
CA 22 34 10 13	North Dakota Personal Injury Protection

CA 21 05 08 24	Oregon Uninsured Motorists Coverage – Bodily Injury
CA 21 02 11 06 (OR)	Split Bodily Injury Uninsured Motorists Coverage Limits (Oregon)
CA 22 36 11 16	Oregon Personal Injury Protection
CA 22 37 10 13	Pennsylvania Basic First-Party Benefit
CA 21 43 06 15	Rhode Island Uninsured Motorists Coverage – Bodily Injury
CA 21 64 10 13	Rhode Island Split Bodily Injury Uninsured Motorists Coverage Limits
CA 21 19 03 25	South Carolina Uninsured Motorists Coverage
CA 21 89 12 13	South Carolina Split Uninsured Motorists Limits
CA 21 41 06 25	South Dakota Uninsured and Underinsured Motorists Coverage
CA 21 02 11 06 (SD)	Split Bodily Injury Uninsured Motorists Coverage Limits (South Dakota)
CA 22 44 10 21	Utah Personal Injury Protection
CA 21 63 06 25	Vermont Uninsured Motorists Coverage
CA 21 65 10 13	Vermont Split Uninsured Motorists Coverage Limits
IL N 148 07 26	Virginia Important Notice Regarding Election of Uninsured Motorists Coverage
IL N 144 01 26	Virginia Important Notice Regarding Uninsured Motorists Coverage
CFSIC SE 9113 08 21	Uninsured Motorists Endorsement (Virginia)
CA 21 03 10 13	Wisconsin Uninsured Motorists Coverage
CA 21 02 11 06 (WI)	Split Bodily Injury Uninsured Motorists Coverage Limits (Wisconsin)
IL U 017 01 16	West Virginia Uninsured/Underinsured Important Notice
CA 21 22 11 13	West Virginia Uninsured and Underinsured Motorists Coverage
CA 31 02 01 07	West Virginia Split Uninsured and Underinsured Motorists Coverage Limits
CS 07 001 01 21	C&F Specialty Signature Page

Policy Number: CPA-110858

CRUM & FORSTER
A FAIRFAX COMPANY

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE

Named Insured RVSHARE, LLC; RVShare Protection Products, LLC

Effective Date: 03/21/2026
12:01 AM, Standard Time

Agent Name Crum & Forster Insurance Brokers, Inc.

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage. Any forms that are referred to may limit, exclude or clarify coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	**10**	**SEE CFSIC-SE-9538(04/2023)**	$ **Included**
PERSONAL INJURY (P.I.P.) **	**10, If required by state law or statute**	**SEE CFSIC SE 9108 06 21 and applicable state PIP forms**	$ **Included**
ADDED P.I.P. (or equivalent added No-fault coverage.)			$
PROPERTY PROTECTION INS. (P.P.I.) (Michigan only)	**10**	**SEE CA 22 24 07 21**	$ **Included**
AUTO MEDICAL PAYMENTS	**10, if required by state law or statute**	**SEE CFSIC SE 9108 06 21, CA 99 03 01 13 for Maine, and CA 22 37 10 13 for Pennsylvania**	$ **Included**
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)			$
UNINSURED MOTORISTS (UM)	**10, If required by state law or statute**	**SEE CFSIC SE 9108 06 21 and applicable state UM forms**	$ **Included**
UNDERINSURED MOTORISTS (when not included in UM Cov.)	**10, If required by state law or statute**	**SEE CFSIC SE 9108 06 21 and applicable state UIM forms**	$ **Included**
PHYSICAL DAMAGE – COMPREHENSIVE COVERAGE			$
PHYSICAL DAMAGE – SPECIFIED CAUSES OF LOSS COVERAGE			$
PHYSICAL DAMAGE – COLLISION COVERAGE			$
PHYSICAL DAMAGE – TOWING AND LABOR (Not Available in California)			$

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE * :
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

PREMIUM FOR ENDORSEMENTS $

ESTIMATED TOTAL PREMIUM $ [redacted]

ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN - Not Necessary

* Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.
** (or equivalent No-fault coverage.) *** See ITEM FOUR for hired or borrowed autos.

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.

2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

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This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

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(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing And Labor

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $30 per day, to a maximum of $900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition 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.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:

a. Theft or mischief or vandalism; or

b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

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(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

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"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO BUSINESS AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION I – COVERED AUTOS, Paragraph **B. Owned Autos** is hereby deleted in its entirety.

SECTION I – COVERED AUTOS, Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is hereby deleted in its entirety.

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph **A. Coverage,** Item **2a. Supplementary Payments** is hereby deleted in its entirety.

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B. General Conditions,** Item **5.** is hereby deleted in its entirety and replaced with the following:

5. Other Insurance

The insurance provided by this Coverage Form is excess over any other insurance, whether primary, excess, contingent or any other basis, to the extent permitted by applicable laws and statutes.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED AUTO DESIGNATION SYMBOL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured:
Endorsement Effective Date:

Section I – Covered Autos in the Business Auto and Motor Carrier Coverage Forms and **Section I – Covered Autos Coverages** in the Auto Dealers Coverage Form are amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

Symbol		Description Of Covered Auto Designation Symbols
For use with the Business Auto Coverage Form		
10	**=**	Any “auto” while the “auto” is being rented by an “RV Renter” during a “Rental Period” booked through the “RVshare Platform” reservation system, except for: 1. “autos” registered with the State of New York Department of Vehicles or picked up in the State of New York; or 2. rentals pursuant to the “Events Program”.
For use with the Auto Dealers Coverage Form		
32	**=**	

Symbol		Description Of Covered Auto Designation Symbols
For use with the Motor Carrier Coverage Form		
72	**=**	
73	**=**	

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SERVICE OF PROCESS CLAUSE

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name:	Marc Adee, President
Name of Company or Firm:	Crum & Forster Specialty Insurance Company
Mailing Address:	305 Madison Avenue Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.

CLAIM NOTIFICATION

The preferred method for claims notification is through our C&F Connect web based application. Insureds can obtain access to an immediate claim number and C&F Connect can assist you and your producer in monitoring claims activity and trends. It provides quick and easy access to loss information including complete financial information on individual claims as well as the capability to generate loss reports. For access, you may send a request to CF.Webaccess@cfins.com or we can provide a C&F Connect access form.

Alternatively, when needed, claims may be reported via:

- Email: Send completed ACORD AUTOMOBILE LOSS NOTICE to:

  crumandforsternol@cfins.com

- Fax: Send completed ACORD AUTOMOBILE LOSS NOTICE to:

  Crum & Forster Specialty Insurance Company
  Attn: Claim Department
  Fax Number: 877.622.6218

- Phone: 800.690.5520 - We also have a hotline with a representative available 24/7 for immediate contact when a loss is an emergency.

A copy of the ACORD AUTOMOBILE LOSS NOTICE can be found at:

http://www.cfins.com/wp-content/uploads/2016/06/ACORD-Automobile-Loss-Notice-12.05.16.pdf

This endorsement forms a part of the Policy to which it is attached and is effective as of the Effective Date of the Policy unless otherwise stated herein.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) that are "insureds" under the policy in addition to the "insureds" described under the Who Is An Insured provision contained in the policy. This insurance does not alter coverage provided in the policy.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

1. Any "RV Renter" using the covered "auto" during a "Rental Period" as evidenced in the "RVshare Platform" reservation system.
2. Any "RV Owner" during a "Rental Period" in which the "RV Owner" rented out his or her recreational vehicle or trailer to an "RV Renter" through the "RVshare Platform" reservation system.
3. Any other "Authorized Driver" using the covered "auto" during a "Rental Period" as evidenced in the "RVshare Platform" reservation system.

Each person or organization shown in the Schedule is an "insured" under the policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED AUTOS LIABILITY LIMIT OF INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Jurisdiction	Minimum Financial Responsibility "Bodily Injury" Liability Limit	Minimum Financial Responsibility "Property Damage" Liability Limit
Alabama	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Alaska	$50,000 Each Person $100,000 Each "Accident"	$25,000 Each "Accident"
Arizona	$25,000 Each Person $50,000 Each "Accident"	$15,000 Each "Accident"
Arkansas	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
California	$30,000 Each Person $60,000 Each "Accident"	$15,000 Each "Accident"
Colorado	$25,000 Each Person $50,000 Each "Accident"	$15,000 Each "Accident"
Connecticut	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Delaware	$25,000 Each Person $50,000 Each "Accident"	$10,000 Each "Accident"
District of Columbia	$25,000 Each Person $50,000 Each "Accident"	$10,000 Each "Accident"
Florida	$10,000 Each Person $20,000 Each "Accident"	$10,000 Each "Accident"
Georgia	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Hawaii	$40,000 Each Person $80,000 Each "Accident"	$20,000 Each "Accident"
Idaho	$25,000 Each Person $50,000 Each "Accident"	$15,000 Each "Accident"
Illinois	$25,000 Each Person $50,000 Each "Accident"	$20,000 Each "Accident"
Indiana	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"

Iowa	$20,000 Each Person $40,000 Each "Accident"	$15,000 Each "Accident"
Kansas	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Kentucky	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Louisiana	$15,000 Each Person $30,000 Each "Accident"	$25,000 Each "Accident"
Maine	$50,000 Each Person $100,000 Each "Accident"	$25,000 Each "Accident"
Maryland	$30,000 Each Person $60,000 Each "Accident"	$15,000 Each "Accident"
Massachusetts	$25,000 Each Person $50,000 Each "Accident"	$30,000 Each "Accident"
Michigan	$250,000 Each Person $500,000 Each "Accident"	$10,000 Each "Accident"
Minnesota	$30,000 Each Person $60,000 Each "Accident"	$10,000 Each "Accident"
Mississippi	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Missouri	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Montana	$25,000 Each Person $50,000 Each "Accident"	$20,000 Each "Accident"
Nebraska	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Nevada	$25,000 Each Person $50,000 Each "Accident"	$20,000 Each "Accident"
New Hampshire	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
New Jersey	$35,000 Each Person $70,000 Each "Accident"	$25,000 Each "Accident"
New Mexico	$25,000 Each Person $50,000 Each "Accident"	$10,000 Each "Accident"
North Carolina	$50,000 Each Person $100,000 Each "Accident"	$50,000 Each "Accident"
North Dakota	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Ohio	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Oklahoma	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Oregon	$25,000 Each Person	$20,000 Each "Accident"

	$50,000 Each "Accident"	
Pennsylvania	$15,000 Each Person $30,000 Each "Accident"	$5,000 Each "Accident"
Rhode Island	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
South Carolina	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
South Dakota	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Tennessee	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Texas	$30,000 Each Person $60,000 Each "Accident"	$25,000 Each "Accident"
Utah	$30,000 Each Person $65,000 Each "Accident"	$25,000 Each "Accident"
Vermont	$25,000 Each Person $50,000 Each "Accident"	$10,000 Each "Accident"
Virginia	$50,000 Each Person $100,000 Each "Accident"	$25,000 Each "Accident"
Washington	$25,000 Each Person $50,000 Each "Accident"	$10,000 Each "Accident"
West Virginia	$25,000 Each Person $50,000 Each "Accident"	$25,000 Each "Accident"
Wisconsin	$25,000 Each Person $50,000 Each "Accident"	$10,000 Each "Accident"
Wyoming	$25,000 Each Person $50,000 Each "Accident"	$20,000 Each "Accident"

A. The LIABILITY COVERAGE Limit of Insurance is replaced by the following:

1. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including damages claimed by any one person or organization for care, loss of services or death resulting from one "bodily injury", is the Minimum Financial Responsibility "Bodily Injury" Liability Limit shown in the Schedule for each person in the applicable jurisdiction where:

a. The covered "auto" is registered; or

b. Where the "accident" took place;

whichever is greater.

2. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury", including "covered pollution cost or expense" caused by any one "accident" is the Minimum Financial Responsibility "Bodily Injury" Liability Limit shown in the Schedule for each "accident" in the applicable jurisdiction where

a. The covered "auto" is registered; or

b. Where the "accident" took place;

whichever is greater.

3. The most we will pay for all damages resulting from "property damage", including "covered pollution cost or expense" caused by any one "accident" is the Minimum Financial Responsibility "Property Damage" Liability Limit shown in the Schedule for each "accident" in the applicable jurisdiction where:

a. The covered "auto" is registered; or

b. Where the "accident" took place;

whichever is greater.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

B. If warranted, for any peer-to-peer (P2P) exposure covered under this Policy, we will increase the applicable Limits of Insurance in the Schedule above to meet the limits specified by a compulsory or financial responsibility law pertaining to P2P of the jurisdiction where:

1. The covered "auto" is registered; or

2. Where the "accident" took place;

whichever is greater.

However, we will not pay anyone more than once for the same elements of loss.

C. In the event that a jurisdiction listed above modifies or amends its financial responsibility law during the policy period, the limits described above will apply until such law(s) actually go into effect. In that instance, the applicable limits described above will automatically comply and reflect such new limit(s).

D. Paragraph **A.2.b. Out-of-state Coverage Extensions** under **Section II – Covered Autos Liability Coverage** is hereby deleted and replaced by the following:

b. Out-of-state Coverage Extension

While a covered "auto" is away from the state where it is licensed, we will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of this extension.

E. However, if the "RV Renter" elects to purchase supplemental auto limits and is in compliance with your Terms of Service and the vehicle is being operated by the “RV Renter” or “Authorized Driver”, then the above scheduled limits are replaced with:

1. A split "bodily injury" and "property damage" limit of:

a. $100,000 per person "bodily injury", $300,000 per "accident" "bodily injury" and $50,000 for "property damage"; or

b. $250,000 per person "bodily injury", $500,000 per "accident" "bodily injury" and $250,000 for "property damage"; or

2. A $1,000,000 Combined Single Limit;

as determined by the auto limit selection purchased by the "RV Renter" on the "RVshare Platform" reservation system for a particular "Rental Period". If the Combined Single Limit supplemental auto limit is purchased, regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Combined Single Limit supplemental auto limit purchased by the "RV Renter" as shown on the "RVshare Platform" reservation system. All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident". No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAMPSITE ACCIDENT EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following extension is added to Paragraph **2. Coverage Extensions** under **Section II – Covered Autos Liability Coverage**:

Campsite Accident

We will pay for any third party liability pertaining to "bodily injury" or "property damage" combined resulting from any campsite "accident" while a covered "auto" is parked off public roads and is being used as a temporary residence or for recreational purposes, except for rentals pursuant to your "Events Program".

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the campsite "accident", the most we will pay under this extension caused by any one campsite "accident" shall be limited to $10,000 except when the "RV Renter" elects to increase this campsite "accident" coverage to $50,000 as evidenced in the " RVshare Platform" reservation system for a particular "Rental Period".

"RV Renters" and any of their passengers are not eligible for this coverage.

B. The following exclusion is added to Paragraph **B. Exclusions** under **Section II – Covered Autos Liability Coverage**:

This insurance does not apply to:

Campsite Accident

Any "bodily injury" or "property damage" resulting from a campsite "accident" while a covered "auto" is parked off public roads and is being used as a temporary residence or for recreational purposes.

However, this exclusion does not apply to the extent that coverage is provided under the Campsite Accident Coverage Extension described in Paragraph **A.** above.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENTS TO EXCLUSIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO DIFFERENCE IN LIMITS COVERAGE FORM

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Item **B. Exclusions**, is hereby amended to include the following additional exclusions:

17. Illegal or Unlawful Acts
This policy does not provide coverage for any insured while that insured is operating a covered "auto":

a. Under the influence of alcohol or an illegal controlled substance, excluding prescription drugs taken pursuant to a valid prescription without driving restrictions that would have precluded driving at the time of the accident.
b. For any illegal purpose, except for minor driving infractions, and including but not limited to serious crimes such as smuggling individuals or illegal drugs.
c. With the intention to cause damage, or with wanton, willful, or reckless disregard for safety.
d. Without a valid driver's license.

18. Assault and Battery
This insurance does not apply to damages or expenses due to injury or damage arising out of, resulting from or in connection with:

a. Assault or battery, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any "insured", any person, or any causes whatsoever;
b. The failure to suppress or prevent assault or battery by you, any "insured", or any person;
c. The failure to provide an environment safe from assault or battery, including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to assault or battery;
d. The negligent employment, investigation, hiring, supervision, training or retention of any person;
e. The use of any force to protect persons or property whether or not the injury or damage was intended from the standpoint of the "insured" or committed by or at the direction of any "insured";
f. The failure to render or secure medical treatment or care necessitated by any assault or battery; or
g. An assault or battery caused by or arising from the intoxication of any person.

Assault includes, but is not limited to, assault, sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, physical abuse and any threatened harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any "insured", any person or any causes whatsoever.

Battery includes, but is not limited to, battery, physical abuse, sexual abuse, sexual battery, sexual molestation, and any actual harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any "insured", any person, or any causes whatsoever.

19. Communicable Diseases, Pathogens, and Toxins
This insurance does not apply to "injury or damage" arising out of the actual or alleged transmission of, exposure to, and/or presence of a communicable disease, pathogen, and/or toxin. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease, pathogen, and/or toxin;
b. Testing for a communicable disease, pathogen, and/or toxin;

c. Failure to prevent the spread of the disease, pathogen, and/or toxin; or
d. Failure to report the disease, pathogen, and/or toxin to authorities.

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Item **B. Exclusions - 1 Expected or Intended Injury** is deleted in its entirety and replaced with the following:

1. Expected or Intended Injury

This insurance does not apply to "bodily injury" or "property damage" which is expected or intended by one or more "insureds" even if the injury or damage:

a. Is of a different kind, quality, or degree than initially expected or intended; or
b. Is sustained by a different person, entity, real or personal property than initially expected or intended.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO DEFINITIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The definition of "auto" under **SECTION V – DEFINITIONS** is hereby deleted and replaced by the following:

"Auto" means any recreational vehicle, both motorized and towable.

B. **SECTION V – DEFINITIONS**, is hereby amended to include the following additional definitions:

1. “Authorized Driver” means any additional driver listed within a rental transaction through the “RVshare Platform” reservation system during the “Rental Period”.

2. "Events Program" means any program or events offered, sponsored, directed or managed by you that an "RV Renter" may participate in.

3. “RVshare Platform” means the digital application or platform used by RVshare, LLC; RVshare Protection Products, LLC to connect recreational vehicle and trailer owners to renters for the purpose of renting out the owners’ recreational vehicles or trailers on a short term basis.

4. “Rental Period” means the time period starting upon the actual rental start date and time and terminating at the actual rental end date and time as respectively shown in the “RVshare Platform” reservation system.

5. “RV Owner” means the host who rents out his or her recreational vehicle or trailer to a renter during a “Rental Period” through the “RVshare Platform” reservation system.

6. “RV Renter” means the individual whose name appears in the “RVshare Platform” reservation system as the renter during the “Rental Period”.

7. “Stationary Rental” means any rental in which the “RV Renter” is not expected to drive or move the rented “auto” during the “Rental Period” and as classified as such in the “RVshare Platform” reservation system.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED/UNDERINSURED MOTORIST, MEDICAL PAYMENTS AND PERSONAL INJURY PROTECTION COVERAGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

For the purposes of this endorsement only, the Coverage Form is amended by addition of the following section:

SECTION VI – UNINSURED/UNDERINSURED MOTORIST, MEDICAL PAYMENTS AND PERSONAL INJURY PROTECTION COVERAGES

This policy does not include any Uninsured/Underinsured Motorist, Medical Payments or Personal Injury Protection (No-Fault) coverages except where required by law. If, by law, this Policy is deemed to include any Uninsured/Underinsured Motorist, Medical Payments or Personal Injury Protection (No-Fault) coverages, then the limit of such coverage(s) shall not exceed the minimum required by law.

If any Uninsured/Underinsured Motorist, Medical Payments or Personal Injury Protection (No-Fault) coverage endorsement has been issued to the “insured” as part of the “insured’s” coverage under this Policy, it is subject to all terms of this Policy and does not provide broader coverage.

If we are required to provide any Uninsured/Underinsured Motorist, Medical Payments or Personal Injury Protection (No-Fault) coverage, the Uninsured/Underinsured Motorist, Medical Payments or Personal Injury Protection (No-Fault) coverage we provide is excess over any other insurance, whether primary, excess, contingent or on any other basis.

Additionally, "bodily injury" arising out of the actual or alleged transmission of, exposure to, and/or presence of a communicable disease, pathogen, and/or toxin is excluded from any Uninsured/Underinsured Motorist, Medical Payments or Personal Injury Protection (No-Fault) coverages. This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease, pathogen, and/or toxin;
2. Testing for a communicable disease, pathogen, and/or toxin;
3. Failure to prevent the spread of the disease, pathogen, and/or toxin; or
4. Failure to report the disease, pathogen, and/or toxin to authorities.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RATE, AUDIT AND MINIMUM PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph **B.6. Premium Audit** under **Section IV – Business Auto Conditions** is deleted and replaced by the following:

6. Rate, Audit And Minimum Premium

a. This policy is subject to a minimum earned premium at inception and premium audit(s). We may examine your books and records as they relate to this policy at any time during the policy period and up to three years thereafter. If you fail to pay any amounts billed or otherwise payable when due, such failure shall be considered a request by you to cancel this policy and any additional premium will be determined in accordance with Paragraphs **c.** and **d.** below.

b. The rating basis for this policy is the rate applied to the exposure base both previously agreed upon by you and us. You shall provide the agreed upon exposure within 15 days of the request.

c. We will audit the policy and compute the total premium due to us at previously agreed upon intervals, rates, and minimum earned premium requirements.

d. If, after three documented attempts, we are unable to examine your books and records to obtain the information required to complete an audit, the audit will be deemed unproductive and not in compliance with the policy terms and conditions. An audit premium endorsement will be issued as follows:

(1) We will estimate your exposure amount for the audit, compute the total premium due to us and issue an audit premium endorsement and bill you for the premium due.

(2) You must remit payment for the full amount of any additional upon receipt.

e. If audit premium calculated and billed during the policy period is not paid to us within 10 business days of being invoiced, you will be deemed to be out of compliance with the terms and conditions of this Policy and will be subject to cancellation procedures.

f. If the policy is cancelled, we will calculate the final premium in accordance with Paragraph **c.** above and compute the total premium due to us upon cancellation. The premium due to us for the short policy period is the total premium calculated when applying the rates and charges in Paragraph **c.** above to auditable exposures less the sum of previously paid adjustments (if applicable); if the resulting calculation is a positive value. If the resulting calculation is a negative value, we will return the lesser of the:

(1) Premium paid in less the computed total premium at audit;

(2) Premium paid in less the minimum earned premium (if applicable); or

(3) 90% of the Deposit Premium (if applicable) pro-rated commensurate with the number of days in the policy period.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINED DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Section II – Covered Autos Liability Coverage and any Uninsured/Underinsured Motorists, Medical Payments, and Personal Injury Protection Coverages that are made part of the Policy are subject to a per “accident” deductible of $10,000 combined. All damages due to “bodily injury” or “property damage” (including any “covered pollution cost or expense”) are subject to this deductible. Any claims pursuant to uninsured/underinsured motorists, medical payments, and personal injury protection coverages are also subject to this per “accident” deductible. Meaning, there is one deductible that applies to Liability Coverage, Uninsured/Underinsured Motorists, Medical Payments, or Personal Injury Protection Coverages combined in any one "accident". At any time, we may pay all or any part of any claims or damages that are subject to the deductible amount described above. If this happens, you must reimburse us for the deductible or the part of the deductible we paid. Damages or loss ("loss") resulting from any one "accident", and any associated "allocated loss adjustment expenses" incurred or payable, will be reduced first by the applicable deductible before the available Limit(s) of Insurance are applied and such Limit(s) of Insurance shall be reduced by the amount of damages or losses ("losses") included in the liability deductible. Any amounts paid directly by you or on your behalf by a third party claims administrator for losses (“losses”) or "allocated loss adjustment expenses" pursuant to claims or "suits" that may be covered under this Policy shall be applied to your deductible retention when proof of such payment has been submitted to us. Your deductible retention may not be exhausted by payments made by any: additional "insured", contractual indemnitor, other insurance, or any other insurer, including, without limitation, any insurance purchased by you for the specific purpose of covering the deductible obligations under this Policy.

B. The following definition is added under the **Definitions** section:

"Allocated loss adjustment expenses" means all reasonable and documented expenses, costs, fees allocable to a claim under this Policy, including but not limited to: pre-suit costs, expenses or fees for investigation, attorney fees and costs, and dispute resolution. "Allocated loss adjustment expenses" also means all reasonable and documented expenses, costs, fees, or other charges directly or indirectly associated with litigation, including but not limited to: attorneys' fees, court costs/fees for pleadings and motion practice through appeal, discovery, investigation, witness (lay and expert) expenses, and attorney fees and costs through any appeal.

"Allocated loss adjustment expenses" does not include:

a. Fees for attorneys who are employed by or on permanent retainer to any third party claims administrator, unless pre-approved in writing by an authorized representative of ours;

b. Salaries of our, any third party claims administrator's, or the respective "insured's" employees or other overhead;

c. Adjuster's fees;

d. Any fees or other expenses paid to any third party claims administrator for the provision of claims services or other similar services under this Policy; and

e. The parties' attorneys' fees and costs for insurance coverage issues.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an insured ("insured") who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

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D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph **2.** does not apply.

b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph **2.** is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:

a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph **2.** does not apply.

b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph **2.** is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

F. Additional Definitions

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:

a. With drivers; or

b. With local vendors using drivers;

for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".

2. "Delivery services" includes courier services.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

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2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

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With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.,** coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

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SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to **Covered Autos Liability Coverage:**

Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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CONNECTICUT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Connecticut, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

		Limit Of Insurance	
Uninsured Motorists Coverage:	**$**	**50,000**	**Each "Accident"**
Underinsured Motorists Coverage:	**$**	**50,000**	**Each "Accident"**
	If indicated by an "X" in the box to the left or in the Declarations, Underinsured Motorists Conversion Coverage applies.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.
7. "Bodily injury" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Or Underinsured Motorists Coverage shown in the Schedule or Declarations.

The coverage limit for Uninsured And Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

2. The Limit of Insurance shall be reduced by:

a. All sums paid or payable under any workers' compensation or similar law.

b. All sums paid to "insureds" because of "bodily injury" by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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 workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Connecticut Uninsured And Underinsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable similar insurance available under one or more policies or provisions of coverage:

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

b. Subject to Paragraph **1.a.** above, with respect to "bodily injury" to an "insured" while:

(1) "Occupying" a vehicle owned by that "insured", only the Uninsured/Underinsured Motorists Coverage applicable to that vehicle will apply, and no other policies or provisions of coverage will apply.

(2) "Occupying" a vehicle not owned by that "insured", or while not "occupying" any vehicle, the following priorities of recovery apply:

First	The Uninsured/Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second	Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as an individual Named Insured.
Third	Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as a "family member".

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c. With respect to the second and third priorities, 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 limits applicable on the same level of priority.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Legal Action Against Us is replaced by the following:

Legal Action Against Us

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident".

c. Paragraph **3.b.** above of this condition does not apply if, within three years after the date of the "accident", we and the "insured" agree to arbitration in accordance with the provisions of this Coverage Form.

4. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

a. With respect to damages caused by an "accident" with an "uninsured motor vehicle":

(1) If any person or organization has rights to recover damages from another, that person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

(2) If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

(3) If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

b. With respect to damages caused by an "accident" with an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.

5. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle", or do not agree as to the amount of damages, then the matter may be arbitrated. Both parties must agree to arbitration. If the amount of damages the "insured" demands is $40,000 or less, both parties will select a single arbitrator. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally. If the amount of damages the "insured" demands is more than $40,000, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by the arbitrator(s) will be binding.

F. Underinsured Motorists Conversion Coverage

If the Schedule or Declarations indicates that Underinsured Motorists Conversion Coverage applies, the following provisions apply:

1. The definition of "underinsured motor vehicle" is replaced by the following:

"Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all payments received by or on behalf of the "insured", from or on behalf of anyone who is legally responsible, is less than the fair, just and reasonable damages of the "insured".

2. With respect to coverage provided under the above definition of "underinsured motor vehicle", Paragraph **2.** of the **Limit Of Insurance** Provision does not apply.

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G. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. To which no bodily injury liability bond or policy applies at the time of the "accident";

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or

(2) Cause "bodily injury" to the "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of the evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies applicable at the time of the "accident" is less than the Limit of Insurance of this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Owned by a governmental unit or agency;

c. Designed for use mainly off public roads while not on public roads; or

d. For which an insuring or bonding company denies coverage or is or becomes insolvent.

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SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (CONNECTICUT)

This endorsement modifies insurance provided under the following:

CONNECTICUT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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DELAWARE PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Delaware, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

The following Limit of Compensation shall apply as indicated below:			
	Personal Injury Protection For "Bodily Injury"	**Limit Of Compensation**	**Premium**
☐	Single Limit	$30,000 Each "Accident"	**$**
☒	Or Split Limits	$15,000 Each Person $30,000 Each "Accident"	**$** Included
	A Personal Injury Protection coverage deductible of applies to you or you and "family members" as indicated below:		
☐	You		
☐	You And "Family Members"		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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A. Coverage

1. Personal Injury Protection

We will pay, in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, Personal Injury Protection benefits to or for the benefit of the "injured person" who sustains "bodily injury" caused by an "accident" arising out of the ownership, maintenance or use of a "motor vehicle" as a motor vehicle and incurred within two years from the date of the "accident".

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

a. Medical expenses. Reasonable expenses for necessary medical, hospital, dental, surgical, x-ray, ambulance, and professional nursing services, prosthetic devices and nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.

b. Funeral expenses. Reasonable and necessary expenses for professional funeral services and all customary charges, which may include a burial plot.

c. Loss of earnings. Any amount actually lost, net of taxes on income which would have applied, by reason of inability to work and earn wages or salary or their equivalents that would otherwise have been earned in the normal course of an "injured person's" employment but not other income, but loss of earnings does not include any loss after the death of an "injured person".

d. Substitute service expenses. Reasonable and necessary extra expense for personal services which would have been performed by the "injured person" had he or she not been injured.

2. Damage To Property Other Than A Motor Vehicle

We will pay in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, for accidental damage which occurs during the policy period to property damaged in an "accident" involving the "insured motor vehicle", other than damage to a "motor vehicle".

B. Who Is An Insured

1. You.

2. If you are an individual, any "family member".

3. Any person while "occupying" the "insured motor vehicle".

4. Any person injured in an "accident" involving the "insured motor vehicle", other than an occupant of another "motor vehicle".

C. Exclusions

1. Personal Injury Protection

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

a. Any person while the "motor vehicle" is used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the Coverage Part. This includes, but is not limited to, any period of time a "motor vehicle" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "motor vehicle" but does not apply to business activities performed by such person that are directly related to the Named Insured(s) listed in the Declarations.

b. Any person while "occupying" a "motor vehicle" located for use as a residence or premises.

c. Any person resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

d. Any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

e. Any person while operating the "insured motor vehicle" without your express or implied consent.

f. Any person if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:

(1) Causing "bodily injury" to himself or herself intentionally; or

(2) While committing a felony.

g. Any person, other than you or any "family member", while a pedestrian, if the accident occurs outside the State of Delaware.

h. You or any "family member" while "occupying" or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" (other than the "insured motor vehicle") with respect to which the insurance required by the Delaware Motorists Protection Act is in effect.

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i. You or any "family member" while "occupying" or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" owned by or furnished or available for the regular use of you or any "family member" if such "motor vehicle" is not an "insured motor vehicle".

2. Damage To Property Other Than A Motor Vehicle

We will not pay benefits for:

a. Damage to any property while the "insured motor vehicle" is being used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the Coverage Part.

b. Damage to any property while the "insured motor vehicle" is located for use as a residence or premises.

c. Damage to any property resulting from radioactive contamination.

d. Damage to any property due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to the foregoing.

e. Damage to any property while the "insured motor vehicle" is used without your express or implied consent.

f. Damage to aircraft, watercraft, self-propelled mobile equipment and to any property in or upon any of the aforementioned.

g. Damage to any property in or upon any "motor vehicle".

h. Damage to any property owned by, rented to or leased by you or any "family member".

D. Limit Of Insurance

1. Personal Injury Protection

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage is as follows, provided that, the payment for funeral expenses included in the following shall in no event exceed $5,000 for any one person:

a. If the Schedule indicates a single limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" as a result of any one "accident" shall be $30,000. We will apply the limit of compensation to provide any separate limits required by law for personal injury protection benefits.

b. If the Schedule indicates an "each person" and "each accident" limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" sustained by one "injured person" as the result of any one "accident" shall be $15,000 and, subject to the above provision respecting one "injured person", the total limit of compensation payable by us for all loss and expense arising out of "bodily injury" sustained by two or more "injured persons" as the result of any one "accident" shall be $30,000.

The total amount of any applicable deductible shall be deducted from the total amount of all sums which we are obligated to pay for all loss and expense arising out of "bodily injury" sustained by one or more "injured persons" to whom such deductible applies as the result of any one "accident" and, subject to the foregoing, the total limit of compensation payable by us with respect to loss and expense of such "injured person" or persons shall be the difference between such deductible amount and the limit of compensation specified in the Coverage Part.

2. Damage To Property Other Than A Motor Vehicle

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage for all damage to property as the result of any one "accident" shall be $10,000.

E. Changes In Conditions

The Conditions are changed for Delaware Personal Injury Protection Coverage as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt written notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "injured person's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "injured person" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "injured person's" own cost.

(2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical reports, copies of records and loss of earnings information or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

(6) As promptly as practical and in no event more than two years after expenses are incurred, give us written proof of claim, under oath if required.

c. If an "injured person" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

d. If there is "loss" to an "insured motor vehicle" or its equipment, you must also do the following:

(1) Promptly notify the police if the "insured motor vehicle" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the "insured motor vehicle" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the "insured motor vehicle" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

e. In the event of loss to property other than a motor vehicle:

(1) The property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; reasonable expenses incurred affording such protection shall be deemed incurred at our request; and

(2) Within 91 days after loss, sworn proof of loss in such form and including such information as we may reasonably require shall be filed with us and, upon our request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.

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2. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the addition of the following:

   For damage to property other than a "motor vehicle", this coverage does not apply if there is other valid and collectible property coverage covering a loss which would otherwise be covered by this coverage unless the owner or operator of the "insured motor vehicle" would be legally liable for such damage under applicable principles of tort law. The question of whether such owner or operator would be legally liable shall be resolved by arbitration.

3. **Policy Period, Coverage Territory** is amended by the addition of the following:

   For damage to property other than a "motor vehicle", we cover "accidents" and "losses" occurring during the policy period shown in the Declarations and in the State of Delaware.

The following conditions are added:

Coordination And Nonduplication

1. For Personal Injury Protection benefits, no "injured person" shall recover duplicate Personal Injury Protection payments for the same elements of loss under this or any other similar automobile coverage or for any benefits provided under any workers' compensation law.
2. For Personal Injury Protection benefits, this coverage is excess to any other similar automobile coverage available:
   a. To an "injured person" as a result of "bodily injury" sustained while "occupying", or while a pedestrian arising out of the ownership, maintenance or use of any vehicle other than a "motor vehicle" with respect to which the security required under the Delaware Motorists Protection Act is in effect; or
   b. To an "injured person", other than a resident of the State of Delaware, as a result of "bodily injury" sustained while "occupying" the "insured motor vehicle" if the "accident" occurs outside the State of Delaware.
3. Any automobile medical payments coverage and any uninsured motorists coverage provided under this Policy are excess over any benefits available, or which would be available but for the application of a deductible, under the coverage provided for Personal Injury Protection and for Damage To Property Other Than A Motor Vehicle.

Dental Or Surgical Procedures, Medical Expense And Loss Of Earnings

For Personal Injury Protection benefits, any expenses for dental or surgical procedures, medical expenses including related treatment and "loss of earnings", the necessity of which have been medically ascertained and verified in writing as being necessary by a qualified medical practitioner within two years from the date of the "accident", which are impossible or impractical to perform during that period, shall be treated as if incurred within two years from the date of the "accident". We shall have the option to pay such expenses either at the time such expenses are ascertained or at the time they are incurred. The amount of loss of earnings payable in connection with such dental or surgical procedures shall be limited to the period of time that is reasonably necessary to recover from such procedures but not to exceed 90 days.

Arbitration

We shall submit to arbitration any claim for Personal Injury Protection benefits provided by this endorsement, and any claim for damage to a "motor vehicle", including loss of use of such vehicle; provided the person claiming loss or damage shall make a written request for arbitration to the Insurance Commissioner of the State of Delaware within 90 days from the date an offer of settlement or denial of coverage or liability has been made by us.

Statutory Provision

Notwithstanding any of the terms and conditions of the Policy, the coverage afforded under this insurance is, subject to its terms and conditions, at least as extensive as the minimum coverage required by Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1.

F. Additional Definitions

1. The definition of "auto" in the **Definitions** section does not apply. The following definition of "motor vehicle" applies instead:
   a. **Personal Injury Protection**

      "Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks.

b. Damage To Property Other Than A Motor Vehicle

"Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks. "Motor vehicle" also includes self-propelled mobile equipment.

2. The definition of "insured" in the **Definitions** section does not apply. The following definition of "injured person" applies instead:

"Injured person" means:

a. Any person injured while "occupying" the "insured motor vehicle";

b. Any person injured in an "accident" involving the "insured motor vehicle"; or

c. You or any "family member" injured while a pedestrian or while "occupying" any "motor vehicle", other than the "insured motor vehicle".

3. As used in this endorsement:

a. "Family member" means members of your immediate family not having a separate household and persons actually residing with and economically dependent upon you.

b. "Insured motor vehicle" means:

(1) For Personal Injury Protection, a "motor vehicle" owned by you to which the bodily injury Covered Autos Liability Coverage of the Coverage Part applies and which is registered in the State of Delaware.

(2) For Damage To Property Other Than A Motor Vehicle, a "motor vehicle" owned by you to which the property damage Covered Autos Liability Coverage of the Coverage Part applies and which is registered in the State of Delaware.

c. "Occupying" means in, upon, getting in, on, out or off.

d. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, the District of Columbia, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:

[X] If an "X" is entered in this box, Paragraph **b.** of the definition of "uninsured motor vehicle" does not apply.

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A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay this coverage only if Paragraph **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "underinsured motor vehicle" and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
   c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".

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6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
8. The first $200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
9. Punitive or exemplary damages.
10. "Bodily injury" or "property damage" arising directly or indirectly out of:
    a. War, including undeclared or civil war;
    b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Personal Injury Protection Coverage endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   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 workers' compensation, disability benefits or similar law.
3. We will not pay for "property damage" that is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
   c. If coverage under this Coverage Form 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 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 on an excess basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved.

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b. Promptly send us copies of the legal papers if a "suit" is brought.

c. A person seeking coverage from an insurer, owner, or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** 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 a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 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 advanced payment.

4. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the "insured" may request that the claim be resolved by the Board of Consumer Claims Arbitration for the District of Columbia. However, disputes concerning coverage under this endorsement may not be arbitrated. If we agree to arbitrate before the Board, the Board may hear and decide the matter. A decision reached by the Board will be binding.

b. However, if we do not agree to arbitration before the Board, the Board will not arbitrate the matter. In such case, either party may make a written demand for arbitration under the provisions of this Paragraph **b.** However, disputes concerning coverage under this endorsement may not be arbitrated. If a demand for arbitration under this Paragraph **b.** is made, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree within 30 days on the selection of a third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. A decision agreed to by two or more of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means destruction of:

a. A covered "auto";

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b. Property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or

c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".

2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by District of Columbia law;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" where bodily injury or property damage liability bond(s) or policy(ies) are insufficient to pay the "economic loss" up to the applicable limit of Uninsured Motorists Coverage shown in the Schedule or in the Declarations.

"Economic loss" as used in this Provision **b.** means:

(1) With respect to bodily injury, economic detriment incurred as a result of an accident resulting in injury, consisting of and limited to medical and rehabilitation expenses, work loss inclusive of replacement services loss, and death benefits. However, "economic loss" does not include pain, suffering, inconvenience, physical or mental impairment, and other nonpecuniary damage recoverable under the tort law applicable to injury arising out of the maintenance or use of a motor vehicle.

(2) With respect to property damage, direct and accidental loss or damage to a covered "auto" or property contained in the covered "auto".

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT UNINSURED MOTORISTS COVERAGE LIMITS (DISTRICT OF COLUMBIA)

This endorsement modifies insurance provided under the following:

DISTRICT OF COLUMBIA UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

SCHEDULE

"Bodily Injury"	**$ 25,000**	Each Person
	$ 50,000	Each "Accident"
"Property Damage"	**$ 5,000**	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **1.** of LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

c. If coverage for "property damage" is provided by this insurance, the most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule for each "accident".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the Policy except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of

is applicable to ☐ the following "named insured" only:

☐ each "named insured" and each dependent "family member".

☐ Work loss for "named insured" does not apply.

☐ Work loss for "named insured" and dependent "family member" does not apply.

Benefits	**Limit Per Person**
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	$10,000
Death Benefits	$5,000
Medical Expenses	80% of medical expenses subject to the total aggregate limit and the provisions of Paragraphs **D.2.a.** and **b.** under Limit Of Insurance.
Work Loss	60% of work loss subject to the total aggregate limit
Replacement Services Expenses	subject to the total aggregate limit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses

a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:

(1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist, chiropractic physician or an advanced practice registered nurse;

(2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or

(3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1), (2)** or **(3),** follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.,** if provided, supervised, ordered or prescribed only by a licensed:

(1) Physician, osteopathic physician, chiropractic physician, dentist or advanced practice registered nurse; or

(2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician, chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

(3) A licensed hospital or ambulatory surgical center;

(4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians, advanced practice registered nurses or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

(5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

(6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b.;** or

(7) A health care clinic licensed under the Florida Health Care Clinic Act:

(a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or

(b) Which:

(i) Has a licensed medical director;

(ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and

(iii) Provides at least four of the following medical specialties:

i. General medicine;

ii. Radiography;

iii. Orthopedic medicine;

iv. Physical medicine;

v. Physical therapy;

vi. Physical rehabilitation;

vii. Prescribing or dispensing outpatient prescription medication; or

viii. Laboratory services;

as authorized by the Florida Motor Vehicle No-fault Law.

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However, with respect to Paragraph **A.1.,** medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

2. Replacement Services Expenses

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

3. Work Loss

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. Death Benefits

B. Who Is An Insured

1. The "named insured".

2. If the "named insured" is an individual, any "family member".

3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.

4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";

2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;

3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:

a. Causing "bodily injury" to himself or herself intentionally; or

b. While committing a felony;

4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;

5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;

6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;

7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or

8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this Policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:

a. $10,000 for medical expenses, work loss and replacement services; and

b. $5,000 for death benefits.

2. Subject to Paragraph **D.1.a.,** we will pay:

a. Up to $10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or

b. Up to $2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the "insured" did not have an "emergency medical condition".

3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.

4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this Policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.

5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.

6. Any amount paid under this coverage for medical expenses shall be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

   Compliance with the following duties is a condition precedent to receiving benefits:

   In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

   If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

   A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

   A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

2. **Legal Action Against Us** is replaced by the following:

   Legal Action Against Us

   a. No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:

   (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and

   (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and

   (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:

   (a) Pay the overdue claim; or

   (b) Agree to pay for future treatment not yet rendered;

   in accordance with the requirements of the Florida Motor Vehicle No-fault Law.

   b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

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3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   Transfer Of Rights Of Recovery Against Others To Us

   Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

   a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.

   b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.

   c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle". However, such insurer's right of reimbursement under this Paragraph **c.** does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

4. **Concealment, Misrepresentation Or Fraud** is replaced by the following:

   Concealment, Misrepresentation Or Fraud

   We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of the fraud are recoverable from that "insured".

5. **Policy Period, Coverage Territory** is replaced by the following:

   Policy Period, Coverage Territory

   The insurance under this section applies only to "accidents" which occur during the policy period:

   a. In the state of Florida;

   b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and

   c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

F. Additional Conditions

The following conditions are added:

1. Mediation

a. In any claim filed by an "insured" with us for:

(1) "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

(2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

(3) "Loss" to a covered "auto" or its equipment, in any amount,

either party may make a written demand for mediation of the claim prior to the institution of litigation.

b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.

c. The request must state:

(1) Why mediation is being requested.

(2) The issues in dispute, which are to be mediated.

d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Payment Of Benefits

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

3. Modification Of Policy Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the Policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the Policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

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4. Medical Reports And Examinations; Payment Of Claim Withheld

As soon as practicable, the person making the claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this Policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

6. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying", or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

7. Insured's Right To Personal Injury Protection Information

a. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.

b. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".

G. Additional Definitions

As used in this endorsement:

1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

a. Serious jeopardy to "insured's" health;

b. Serious impairment to bodily functions; or

c. Serious dysfunction of any bodily organ part.

2. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

a. A mobile home;

b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.

3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".

4. "Named insured" means the person or organization named in the Declarations of the Policy and, if an individual, shall include the spouse if a resident of the same household.

5. "Occupying" means in or upon or entering into or alighting from.

6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:

a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;

b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and

c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

7. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.

8. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:

a. In accordance with generally accepted standards of medical practice;

b. Clinically appropriate in terms of type, frequency, extent, site and duration; and

c. Not primarily for the convenience of the patient, physician or other health care provider.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII PERSONAL INJURY PROTECTION COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Hawaii, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Benefit: Medical Expenses	**Limit Of Insurance: $10,000 per person per "accident"**
Deductible	
[X] **If indicated to the left or in the Declarations, Personal Injury Protection benefits shall be subject to a deductible of SEE CFSIC AU 2610 01 17 - 002**	
This deductible shall apply to the total of all Personal Injury Protection benefits paid to the total number of "insureds", other than those described in Paragraph **b.** of the definition of "insured".	
Copayment	
[ ] **If indicated to the left or in the Declarations, Personal Injury Protection benefits shall be subject to a copayment of $ applicable to you or any "family member".**	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. Personal Injury Protection

We will pay, in accordance with the Hawaii Motor Vehicle Insurance Law, personal injury protection benefits for medical expenses incurred with respect to "bodily injury" sustained by an "insured" and caused by an "auto accident" arising out of the operation, maintenance or use of a covered "auto".

These benefits are subject to the provisions of the Hawaii Motor Vehicle Insurance Law. Benefits consist of the following:

All appropriate and reasonable treatment and expenses necessarily incurred as a result of accidental harm to an "insured" and which are substantially comparable to the requirements for prepaid health care plans, including medical, hospital, surgical, professional, nursing, advanced practice nursing recognized pursuant to Chapter 457, dental, optometric, chiropractic, naturopathy, acupuncture, ambulance, prosthetic services, medical equipment and supplies, products and accommodations furnished, x-ray, psychiatric, occupational therapy, rehabilitation, and if prescribed by a medical doctor, physical therapy and therapeutic massage by a licensed massage therapist.

Benefits under this section may be with copayment, and will be subject to and apply the utilization requirements applicable under prepaid health care plans, under Chapter 393 and rules of the Department of Labor and Industrial Relations, pertaining to the Prepaid Health Care Act, as of January 1, 1998. This reference to the Prepaid Health Care Act is only for purposes of describing the coverages and exclusions, without regard to any specific insurer or plan, and will not be construed to transfer coverage to prepaid health care plans.

B. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by any "family member" who is a Named Insured under another motor vehicle insurance policy, except while "occupying" a covered "auto".
2. Sustained by you or any "family member" while "occupying" an "auto" "owned by" you which is not a covered "auto".
3. Sustained by any "family member" while "occupying" an "auto" "owned by" that "family member" and for which the security required under the Hawaii Motor Vehicle Insurance Law is not in effect.
4. Sustained by any "insured" using or operating an "auto" which causes any loss:
   a. While engaged in "criminal conduct"; or
   b. While seeking to avoid lawful arrest by a law enforcement officer.
5. Sustained by you or any "family member" while "occupying", or while a pedestrian caused by, an insured "auto" other than "your covered auto".
6. Sustained outside Hawaii by any "insured" other than you or a "family member" resulting from the operation, maintenance or use of an "auto" which is:
   a. Regularly used in the business of transporting persons or property; and
   b. One of five or more autos under common ownership.
7. Resulting from hazardous properties of nuclear materials.
8. To any "insured" receiving public assistance benefits when a motor vehicle insurance policy is issued to certified public assistance recipients at no cost under the Hawaii Joint Underwriting Plan.

   "'Insured' receiving public assistance benefits" means an "insured" receiving:
   a. Direct cash payments through the Department of Human Resources; or
   b. Benefits from the Social Security Supplemental Security Insurance Program.
9. To any "insured" occupying a motorcycle or motor scooter at the time of accident.
10. Arising directly or indirectly out of:
    a. War, including undeclared or civil war;
    b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Limit Of Insurance

1. The Limit Of Insurance shown in the Schedule or Declarations for this coverage is our maximum Limit of Insurance for each "insured" injured in any one "auto accident". This is the most we will pay regardless of the number of:
   a. "Insureds";

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b. Claims made;

c. "Autos" or premiums shown in the Declarations;

d. "Autos" involved in the "auto accident"; or

e. Insurers providing personal injury protection benefits.

2. Subject to our maximum Limit of Insurance for this coverage, our Limit of Insurance for each person for:

a. Chiropractic treatments shall not exceed the lesser of:

(1) 30 visits at not more than $75 a visit, plus five x-rays at no more than $50 each; or

(2) Treatment as defined by the Hawaii State Chiropractic Association guidelines.

b. Acupuncture treatments shall not exceed 30 visits.

c. Naturopathic treatments shall not exceed 30 visits at no more than $75 a visit.

However, the combined total of naturopathic, chiropractic and acupuncture treatments shall not exceed 30 visits.

3. Any amount payable under this insurance will be limited by the workers' compensation supplemental medical fee schedule.

4. Any amount payable under this insurance will be reduced by amounts paid, payable, or required to be provided under any workers' compensation law.

However, if an "insured's" right to collect these workers' compensation benefits is contested, resulting in a delay of these payments, we will pay personal injury protection benefits.

5. If the Schedule or Declarations indicates that:

a. The medical expenses deductible option applies, any amounts payable for the sum of medical expenses for you or any "family member" as a result of any one "auto accident" will be reduced by the amount of such deductible.

b. The medical expenses copayment option applies, any amounts payable for the sum of medical expenses for you or any "family member" as a result of any one "auto accident" will be reduced by such copayment after the application of any deductible.

D. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Paragraph **b.** of the **Duties In the Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and Paragraph **b.** of the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are replaced by the following:

b. A person seeking coverage must:

(1) Cooperate with us in the investigation or settlement of any claim.

(2) Submit, as often as we reasonably require, to physical or mental examinations by health care providers we select or are acceptable to us.

(3) Authorize us to obtain:

(a) Medical reports;

(b) Statements of earnings; and

(c) Other pertinent records.

(4) Submit a written proof of claim under oath when required by us, including full information on the nature of treatment received and planned.

(5) Promptly send us copies of the legal papers if a suit is brought.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended by the addition of the following:

If we make payment under this Policy and the person to or for whom payment is made recovers damages from another, we will have a lien on the proceeds of recovery and that person shall:

a. Hold in trust for us the proceeds of the recovery; and

b. Reimburse us to the extent of our payment.

For any recovery subject to this provision, which results in duplication of personal injury protection benefits already paid under this Policy, we are entitled to recover 50% of the basic statutory requirement for Personal Injury Protection benefits. However, this 50% recovery does not apply to workers' compensation.

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3. The following conditions are added:

   a. **Arbitration**

      If we and an "insured" do not agree on any matter to a claim, either party may request arbitration as prescribed in Section 431:10C-213 of the Hawaii Motor Vehicle Insurance Law.

   b. **Nonduplication Of Benefits**

      No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of:

      (1) "Autos" covered; or

      (2) Insurers (including self-insurers) providing security in accordance with the Hawaii Motor Vehicle Insurance Law.

      If an "insured" is entitled to similar benefits under more than one policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

      If there is other applicable similar 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.

      If you or a "family member" is driving a "temporary loaner vehicle" and you are in an "auto accident", this insurance is primary and any similar insurance covering the "temporary loaner vehicle" will be excess coverage.

      If there is an "auto accident" while an employee of a registered repair shop or licensed motor vehicle dealer is driving or road-testing "your covered auto", this insurance is excess to any primary coverage for personal injury protection benefits available to the repair shop or dealer.

   c. **Excess Provision**

      In consideration of the coverage afforded under Personal Injury Protection benefits and the adjustment of any applicable rates, any amount payable under Uninsured Motorists Coverage will be excess to the amount of personal injury protection benefits paid or payable to an "insured" whose claim for such benefits meets the requirements of the Hawaii Motor Vehicle Law.

   d. **Constitutionality Provision**

      If a court of competent jurisdiction declares, or enters a judgment which renders the provisions of the Hawaii Motor Vehicle Insurance Law providing for abolition of tort liability invalid or unenforceable, we are subrogated to all rights of an "insured" to whom or for whose benefit any personal injury protection benefits have been paid under this Policy to the full extent of such payments.

      The "insured" shall do:

      (1) Whatever is necessary to enable us to exercise our rights; and

      (2) Nothing after loss to prejudice them.

E. Additional Definitions

As used in this endorsement:

1. "Auto" means a vehicle of the type required to be registered under Chapter 286 of Hawaii Revised Statutes or a trailer attached to an "auto" but not including motorcycles or motor scooters.
2. "Auto accident" means an accident resulting from:
   a. The "operation, maintenance or use" of an "auto" as an "auto".
   b. Movement of an object propelled by an "auto".
3. "Criminal conduct" means:
   a. Committing an offense punishable by more than a year's imprisonment.
   b. Operating or using an "auto" to intentionally cause "bodily injury" or "property damage".
   c. Operating or using an "auto" as a converter without a good faith belief by the operator or user that he or she is entitled to operate or use the vehicle.
4. "Insured" means:
   a. You or any "family member" injured in an "auto accident":
      (1) While "occupying" an "auto"; or
      (2) As a "pedestrian" when struck by an "auto".
   b. Anyone else injured in an "auto accident" while "occupying" or when struck as a "pedestrian" by "your covered auto" or a "temporary loaner vehicle".
5. "Occupying" means in, upon, getting in, on, out or off.

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6. "Operation, maintenance or use" includes "occupying" but does not include:
   a. Loading or unloading unless "bodily injury" occurs next to the vehicle; or
   b. Work done in the business of repairing, servicing or otherwise maintaining vehicles unless these are done outside the premises of this business.
7. "Owned by" means that a person:
   a. Holds a legal title; or
   b. Is a debtor who has legal possession while buying a vehicle on installments; or
   c. Has legal possession and has an agreement or lease of one year or more; or
   d. Is the owner of an "auto" until on selling the "auto", title is delivered to the buyer.
8. "Pedestrian" means anyone not "occupying" an "auto".
9. "Temporary loaner vehicle" means an "auto":
   a. Available to you as a customer of a repair shop or a dealer licensed by one or more appropriate state agencies.
   b. Used by you while the garage or dealer is servicing "your covered auto".
10. "Your covered auto" means an "auto":
   a. For which you are required to maintain security under the Hawaii Motor Vehicle Insurance Law.
   b. To which "bodily injury" liability coverage under this Policy applies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

6. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

a. $25,000 for "bodily injury" to any one person caused by any one "accident"; and

b. $50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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 workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

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b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form 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 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 on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

Legal Action Against Us

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

5. The following conditions are added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

(2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

(1) $75,000 for "bodily injury" to any one person/$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or

(2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:
   a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or
   b. We and an "insured" have reached a "settlement agreement".
3. Any judgment for damages arising out of a "suit" brought without written notice to us is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.

d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer under any workers' compensation, disability benefits or similar law.

2. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. Punitive or exemplary damages.

5. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in this endorsement.

2. Except in the event of a "settlement agreement", the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:

a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

b. Under any workers' compensation, disability benefits or similar law. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.

c. Under any automobile medical payments coverage.

3. In the event of a "settlement agreement", the maximum Limit of Insurance for this coverage shall be the amount by which the Limit of Insurance for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form.

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E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form 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 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 on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle".

   b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".

   c. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

   Legal Action Against Us

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply if, within two years after the date of the "accident":

   (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or

   (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle", and such action is:

   (a) Filed in a court of competent jurisdiction; and

   (b) Not barred by the applicable state statute of limitations.

   In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. The following is added to **Transfer Of Rights Of Recovery Against Others To Us:**

   Transfer Of Rights Of Recovery Against Others To Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

   a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured 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 the notice.

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

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

b. We will also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

5. The following conditions are added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".

4. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving an "underinsured motor vehicle".

5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is either less than the Limit of Insurance of this coverage or reduced by payments to other persons resulting from the same "accident" to an amount less than the Limit of Insurance of this coverage. However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by any self-insurer under any applicable motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

d. Which is an "uninsured motor vehicle".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (ILLINOIS)

This endorsement modifies insurance provided under the following:

ILLINOIS UNINSURED MOTORISTS COVERAGE
ILLINOIS UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Kansas, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:

a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

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

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

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b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our consent if the settlement or judgment prejudices our right to recover payment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. "Bodily injury" sustained by an "insured" while "occupying" or when struck by any motor vehicle that is owned by or provided for the regular use of that "insured" for which the security required by Kansas law is not in effect.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident", is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. We will apply the limit shown in the Schedule or Declarations to first provide the separate limits required by Kansas law as follows:

a. $25,000 for "bodily injury" to any one person caused by any one "accident", and

b. $50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. The limit for damages resulting from "bodily injury" caused by a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" applies separately from the limit for a vehicle described in Paragraphs **a., c.** and **d.** of that definition.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage form, Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if the person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law or personal injury protection coverage.

4. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible. This does not include all sums paid under this Coverage Form's Covered Autos Liability Coverage.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:

a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

b. If there is other applicable insurance available under one or more policies or provisions of coverage, the maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

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2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved.

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking Uninsured Motorists Coverage must also:

      (1) Notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

      (2) Allow us 60 days after receipt of the written notice to advance payment to that "insured", in an amount equal to the tentative settlement, to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

      Such written notice shall include written documentation of all damages incurred, copies of all medical bills and written authorization or a court order to obtain reports from all employers and medical providers.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   b. We do not have a right of recovery with respect to damages resulting from an "accident" with a vehicle described in Paragraphs **a., c.** and **d.** of the definition of "uninsured motor vehicle" to which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company is or becomes insolvent.

   c. Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

      (1) Have been given written notice by certified mail of a tentative agreement between the "insured" and the insuring company of the owner or operator of the underinsured motor vehicle to settle for liability limits; and

      (2) Fail to advance payments to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of the notice.

      If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

      (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

      (2) We also have a right to recover the advance payment.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** General Condition does not apply.

5. The **Concealment, Misrepresentation Or Fraud** General Condition does not apply.

6. The following condition is added:

   Arbitration

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. Once arbitration is agreed to by both parties, either party has the right to bring arbitration under K.S.A. Sections 5-201 – 5-213 inclusive, in lieu of the arbitration procedure provided in this condition.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by Kansas law;

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by Kansas law, but their limits are less than the limit of this insurance;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent;

d. For which neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (KANSAS)

This endorsement modifies insurance provided under the following:

KANSAS UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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KANSAS PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Kansas, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Benefits	Limits
A. Medical Expenses	Up to $4,500
B. Rehabilitation Expenses	Up to $4,500
C. Work Loss	$900 per month maximum, up to one year maximum
D. Essential Service Expenses	Up to $25 per day, up to 365 days maximum
E. Funeral Expenses	Up to $2,000 per person
F. Survivor's Loss	$900 per month maximum and $25 per day essential service expenses, both up to 365 days maximum*
* Survivor's loss shall be paid for a period not to exceed one year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Kansas Automobile Injury Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the ownership, operation, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses. All reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, necessary health care rendered by licensed psychologists and also includes services recognized and permitted under the laws of Kansas for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with such person's religious beliefs.
2. Rehabilitation Expenses. All reasonable expenses incurred for necessary psychiatric or psychological services, occupational therapy and such occupational training and retraining as may be reasonably necessary to enable the "insured" to obtain suitable employment.
3. Work Loss. Loss during the "insured's" lifetime of "monthly earnings" due to such person's inability to engage in available and appropriate gainful activity, provided the "bodily injury" sustained is the proximate cause of such liability.
4. Essential Service Expenses. Appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the "bodily injury", the "insured" would have performed for the benefit of such person or such person's family.
5. Funeral Expenses. Funeral, burial or cremation expenses incurred.
6. Survivor's Loss. Total allowances to all "survivors" for:
   a. Loss after an "insured's" death of his or her "monthly earnings"; and
   b. Essential service expenses incurred after the "insured's" death, reduced by the amount of any expenses of the survivors which have been avoided by reason of the "insured's" death.

B. Who Is An Insured

1. You if you sustain "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
2. If you are an individual, any "family member" if the "family member" sustains "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
3. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle" or as a pedestrian through direct physical contact with the "insured motor vehicle" while not "occupying" any "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by you or any "family member" while "occupying" any "motor vehicle" owned by you which is not a covered "auto".
2. Sustained by any person operating the covered "auto" without your express or implied consent.
3. Sustained by any person if such person:
   a. Causes such "bodily injury" to him or herself intentionally;
   b. Is an intentional converter of a "motor vehicle" at the time such "bodily injury" is sustained;
   c. Is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurred off the business premises; or
   d. Is injured as a result of conduct in the course of loading or unloading a "motor vehicle" unless the conduct occurred while "occupying" such "motor vehicle".
4. Sustained by any person other than you if such person is the owner of a "motor vehicle" with respect to which security is required under the Kansas Automobile Injury Reparations Act.
5. Sustained by any person, other than you, injured while "occupying" or when struck by any "motor vehicle" other than a covered "auto", with respect to which the security required by the Kansas Automobile Injury Reparations Act is in effect.
6. Sustained by any person other than you or any "family member" not a resident of Kansas while not "occupying" the covered "auto".

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D. Limit Of Insurance

Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one person in any one "motor vehicle accident" is limited as follows:

1. Medical Expenses shall not include rehabilitation expenses. The maximum amount payable shall not exceed $4,500;
2. Rehabilitation Expenses shall not include medical expenses. The maximum amount payable shall not exceed $4,500;
3. Work Loss shall not exceed:
   a. $900 per month for a period of no more than one year after the date the "insured" first becomes unable to engage in available and appropriate gainful activity; and
   b. Shall be limited to 85% of any such work loss unless such amount payable is deemed includable in gross income for federal income tax purposes;
4. Essential Service Expenses incurred during the lifetime of the "insured" shall not exceed $25 per day for a period not to exceed 365 days after the date such expenses are first incurred;
5. Funeral Expenses shall not exceed $2,000;
6. Survivor's Loss shall not exceed $900 per month for the loss of "monthly earnings" of the "insured" and shall not exceed $25 per day for essential service expenses. All survivor's loss shall be paid for a period not to exceed one year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.
7. Any amount payable by us under the terms of this coverage shall be reduced by the amount payable on account of such "bodily injury" under any workers' compensation law.

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:
   a. If an "insured" or such person's legal representative or "survivors" institute legal action to recover damages for "bodily injury", such person must as soon as practicable give us a copy of the summons and complaint or other process served in connection with the legal action.
   b. The "insured" or someone on such person's behalf must as soon as practicable give us written proof of claim, including:
      (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
      (2) Such other information that will help us determine the amount due and payable.

   No claim for personal injury protection benefits shall be made after two years from the date of the "bodily injury".
2. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:
   a. In the event of recovery by the "insured", such person's dependents or personal representatives by judgment, settlement or otherwise against the party causing "bodily injury" pursuant to K.S.A. Supp. 40-3117, the "insured's" rights shall be transferred to us to the extent of duplicative Personal Injury Protection benefits provided to date of such recovery. We shall have a lien against such recovery and may intervene in any action to protect and enforce such lien. The amount of any judgment in any such action, settlement or recovery otherwise recovered by the "insured", such person's dependents or personal representatives prior to the completion of Personal Injury Protection benefits otherwise actually paid and recovered which is in excess of the amount of Personal Injury Protection benefits paid to the date of recovery of such judgment, settlement or recovery otherwise shall be credited against future payments of said Personal Injury Protection benefits.

b. In the event an "insured", such person's dependents or personal representative fails to commence an action against the party causing the "bodily injury" within 18 months after the date of the "accident" that resulted in injury, such failure shall operate as an assignment to us of any cause of action which the "insured", the dependents or personal representatives of such person may have against the party causing "bodily injury" for the purpose and to the extent of recovery of damages which are duplicative of Personal Injury Protection benefits. We may enforce the action in our name or that of the "insured", representatives or dependents of the "insured" for their benefit as their interest may appear by proper action in any court of competent jurisdiction.

c. In the event of recovery pursuant to K.S.A. 60-258a, and amendments thereto, any rights transferred to us shall be reduced by the percentage of negligence attributable to the "insured".

d. Pursuant to this section, the court shall fix attorneys' fees which shall be paid proportionately by the "insured", such person's dependents or personal representatives and us in the amounts determined by the court.

3. **Concealment, Misrepresentation Or Fraud** does not apply.

4. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If two or more insurers or self-insurers are liable to pay Personal Injury Protection benefits for the same injury to any one "insured", the maximum recovery under all applicable policies will not exceed the amount payable under the policy with the highest dollar limits of benefits. Personal injury protection coverage shall be provided in accordance with the following order of priorities, under the policy providing the security required by the Kansas Automobile Injury Reparations Act to:

First	Any "motor vehicle" owned by the "insured";
Second	The "motor vehicle" the "insured" was "occupying" or struck by at the time of the "accident"; or
Third	The covered "auto", for injury sustained by a "family member" while "occupying" or when struck by any "motor vehicle" outside the state of Kansas, who is not a "named insured" under a separate policy.

5. The **Policy Period, Coverage Territory** Condition is replaced by the following:

   This Coverage Part applies only to "accidents" which occur during the policy period:

   a. In the state of Kansas; and

   b. With respect to the "named insured" or "family member", while "occupying" or when struck by any "motor vehicle", outside the state of Kansas but within the United States of America, its territories or possessions, or Canada.

6. The following conditions are added:

   Payment Of Benefits

   Personal Injury Protection benefits payable under this Coverage Form shall be overdue if not paid within 30 days after we are furnished written notice of the fact of a covered "loss" and the amount of the covered "loss". Work loss that is payable under this Coverage Form shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within 30 days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within 30 days after such written notice is furnished to us. All overdue payments shall bear simple interest at the rate of eighteen percent (18%) per year.

   Coordination And Nonduplication

   a. Any "auto" medical payments coverage provided under this Coverage Part shall be excess insurance over any Personal Injury Protection benefits paid or payable under this or any other "auto" insurance policy because of "bodily injury" sustained by an "insured".

   b. In the event that there is a conflict between the provisions of this endorsement and the provisions of the Coverage Form to which it is attached, the provisions of the Coverage Form are superseded by the provisions of this endorsement.

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c. Terms of this Coverage Form which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.

F. Additional Definitions

As used in this endorsement:

1. "Insured motor vehicle" means a "motor vehicle" of which the "named insured" is the owner and with respect to which:

a. The "bodily injury" Covered Autos Liability Coverage of the policy applies and for which a specific premium is charged; and

b. The "named insured" is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act.

2. "Monthly earnings" means:

a. One-twelfth of the annual earnings, at the time the "bodily injury" was sustained, of an "insured" who is regularly employed or regularly self-employed;

b. One-twelfth of the anticipated annual earnings of an "insured" who is not regularly employed or self-employed, or who is unemployed, from the time such person would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed "insured" who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five years preceding the year of such person's "bodily injury", during which such person was employed; or

c. With respect to Survivor's Loss in the event of death of an "insured" who was a social security recipient or a retirement or pension benefit recipient, or both, at the time of such "insured's" death, one-twelfth of the annual amount of the difference between the annual amount of social security benefits or retirement benefits, or both, which the "insured" was receiving at the time of such person's death and the annual amount of social security benefits or retirement benefits, or both, that the survivor is receiving after the time of such "insured's" death.

3. "Motor vehicle" means a self-propelled vehicle of a kind required to be registered in the state of Kansas including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle; but shall not include a motorized bicycle.

4. "Named insured" means the individual named in the Declarations and also includes such person's spouse, if a resident of the same household, and also includes the owner.

5. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.

6. "Occupying" means in or upon or entering into or alighting from.

7. "Survivor" means a deceased "insured's" spouse, or child under the age of 18 years, where such person's death resulted from a "bodily injury".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

The company will pay Personal Injury Protection benefits in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 39, incurred with respect to "bodily injury" sustained by an "insured" and caused by an "accident" arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle. These Personal Injury Protection benefits consist of the following:

1. Medical Expense

Reasonable charges incurred for reasonably needed products, services and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semiprivate accommodations, unless intensive care is medically required.

2. Work Loss

Loss of income from work the "insured" would probably have performed if he or she had not been injured, and expenses reasonably incurred by him or her in obtaining services in lieu of those he or she would have performed for income, reduced by any income from substitute work actually performed by him or her.

3. Replacement Services Loss

Expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income, but for the benefit of himself or his family if he had not been injured.

4. Survivor's Economic Loss

Loss after the "insured's" death of contributions of things of economic value to his "survivors", not including services they would have received from the "insured" had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the eligible injured person's death.

5. Survivor's Replacement Services Loss

Expenses reasonably incurred by "survivors" after the "insured's" death in obtaining ordinary and necessary services in lieu of those the "insured" would have performed for their benefit had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the "insured's" death and not subtracted in calculating survivor's economic loss.

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6. Funeral Expense

Reasonable charges incurred for expenses in any way related to funeral, cremation or burial.

B. Who Is An Insured

1. The "named insured" or any "relative" who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured", unless personal injury protection coverage has subsequently been purchased for such person under this policy; or

2. Any other person who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by the "insured motor vehicle", provided that, if such person has rejected the limitation upon his tort right pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured".

C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "relative", who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", other than the "insured motor vehicle", with respect to which the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.

2. Sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.

3. Sustained by any person arising from conduct in the course of loading or unloading any "motor vehicle" unless such conduct occurs while "occupying" such "motor vehicle".

4. With respect to any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself, his survivors are not entitled to any survivor's economic loss or survivor's replacement services loss benefits.

5. Sustained by any "pedestrian", other than the "named insured" or any "relative", outside the Commonwealth of Kentucky.

6. Sustained by any person, other than the "named insured" or any "relative", while "occupying" a "motor vehicle" which is regularly used in the course of the business of transporting persons or property and which is one of five or more "motor vehicles" under common ownership, or a "motor vehicle" owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations or public agencies, if the accident occurs outside the Commonwealth of Kentucky.

This exclusion does not apply to "bodily injury" sustained by any occupant of a bus if such occupant is a Kentucky resident, boarded the bus in Kentucky and the bus is registered in Kentucky with the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39. However, this exception does not apply if the bus is owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations or public agencies.

7. Sustained by any person arising out of the use of any "motor vehicle" while located as a residence or premises.

8. Arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

9. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

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10. Sustained by any person while "occupying" a motorcycle, unless the Declarations indicates a premium for Motorcycle Personal Injury Protection Coverage.

11. Sustained by any person other than the "named insured" or any "relative" which arises from the operation, maintenance or use of a "motor vehicle" without a good faith belief that he or she is legally entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, the company's liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $10,000 in the aggregate, and subject to such aggregate limit:

   a. The maximum amount payable for work loss, replacement services loss, survivor's economic loss and survivor's replacement services loss shall not exceed $200 per week in the aggregate prorated for any lesser period, provided that, if the "insured's" earnings or work is seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;

   b. The maximum amount payable for funeral expense shall not exceed $1,000.

2. Any amount payable by the company under the terms of this coverage shall be reduced by any applicable deductible set forth in the Declarations, but only with respect to "bodily injury" sustained by the "named insured" or any "relative", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that a "named insured" or "relative" is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39.

3. In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:

   a. All benefits or advantages a person receives or is entitled to receive from workmen's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.

   b. Any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to the company reasonable proof of a lower value of the income tax advantage.

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

   a. In the event of an "accident", written notice containing particulars sufficient to identify the "insured" and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to the company or any of its authorized agents as soon as practicable.

   b. As soon as practicable, the "insured" or someone on his behalf shall give the company written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist the company in determining the amount due and payable. The "insured" shall submit, when required by order of a court, to a physical or mental examination by a physician specified in the court order.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

   Transfer Of Rights Of Recovery Against Others To Us

   Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

3. The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

   In the event an "insured" has other similar insurance, including approved self-insurance plans, available and applicable to the "accident", the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

4. The following conditions are added:

   Excess Coverages

   a. Any amount payable under the uninsured motorists coverage shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured";

   b. Any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

Nonduplication Of Benefits

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans.

Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy, and the provisions of this endorsement shall be voidable or subject to amendment at the option of the company.

Notice To Policyholders

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Subtitle 39, places some limitations on your right to bring suit for "bodily injury". Kentucky Revised Statutes Section 304.39-060 provides in part that:

(1) Any person who registers, operates, maintains or uses a "motor vehicle" on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such "motor vehicle" and use of the public roadways, be deemed to have accepted the provisions of this subtitle, and in particular those provisions which are contained in this section.

(2)(a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance or use of a "motor vehicle" is 'abolished' for damages because of "bodily injury", sickness or disease to the extent the basic reparation benefits provided in this subtitle are payable therefor, or that would be payable but for any deductible authorized by this subtitle, under any insurance policy or other method of security complying with the requirements of this subtitle, except to the extent noneconomic detriment qualifies under Subsection **(2)(b)** hereof.

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(b) In any action of tort brought against the owner, registrant, operator or occupant of a "motor vehicle" with respect to which security has been provided as required in this subtitle, or against any person or organization legally responsible for his or her acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of "bodily injury", sickness or disease arising out of the ownership, maintenance, operation or use of such "motor vehicle" only in the event that the benefits which are payable for such injury as 'medical expense' or which would be payable but for any exclusion or deductible authorized by this subtitle exceed $1,000, or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death.

Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least $1,000.

(c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a "motor vehicle" within Subsection **(1)** of this section, nor for injury to the passenger of a motorcycle arising out of the maintenance or use of such motorcycle.

(3) Any person may refuse to consent to the limitations of his or her tort rights and liabilities as contained in this section. Such rejection must be completed in writing or electronically in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any "motor vehicle" accident for which such rejection is to apply.

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for "bodily injury".

F. Additional Definitions

As used in this endorsement:

1. "Named insured" means the person or organization named in the Declarations.

2. "Motor vehicle" means a vehicle as defined in Kentucky Revised Statutes Chapter 304, Subtitle 39.

3. "Insured motor vehicle" means a "motor vehicle" with respect to which:

a. The "bodily injury" Covered Autos Liability insurance of the policy applies and for which a specific premium is charged; and

b. The "named insured" is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Subtitle 39.

4. "Occupying" means in or upon, entering into or alighting from.

5. "Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time the injury occurs.

6. "Relative" means the spouse and any person related to the "named insured" by blood, marriage or adoption, including a minor in the custody of the "named insured", spouse or such related person who is a resident of the same household as the "named insured", whether or not temporarily residing elsewhere, but does not include any such person who is a "named insured" under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Subtitle 39.

7. "Survivor" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE UNINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 100,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:

a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

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

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

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b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply:

a. If such settlement does not prejudice our right to recover payment; or

b. To a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

6. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.

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 workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Maine Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies to other collectible uninsured motorists insurance.

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2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved;

   b. Promptly send us copies of the legal papers if a "suit" is brought; and

   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** 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 a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 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 this coverage; and

   b. We also have a right to recover the advance payment.

4. The following condition is added:

   Arbitration

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is less than the Limit of Insurance of this coverage;

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or

b. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (MAINE)

This endorsement modifies insurance provided under the following:

MAINE UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 50,000**	**Each Person**
	$ 100,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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AUTO MEDICAL PAYMENTS COVERAGE (MAINE)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by an "accident" that occurs in the State of Maine. We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage which is $2,000.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealers operations" conducted in, Maryland, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 75,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:

a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

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

(1) Have been given prompt written notice of such tentative settlement by certified mail;

(2) Have sent to the "insured" a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification; and

(3) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after the written refusal of the settlement offer.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us unless we:

a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and

b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

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b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

2. The direct or indirect benefit of any insurer of property.

3. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Property of an "insured" contained in or struck by any vehicle owned by that "insured" that is not a covered "auto".

5. The first $250 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".

6. Punitive or exemplary damages.

7. "Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion applies to the extent that the Limit of Insurance exceeds the minimum limit required for Uninsured Motorists Coverage by the Transportation Article of the Annotated Code of Maryland.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one "accident" is the Limit Of Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. For a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", our Limit of Insurance shall be reduced by all sums paid because of "bodily injury" by or for anyone who is legally responsible, including all sums paid or payable under this Policy's Covered Autos Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or any Medical Payments Coverage endorsement.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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 workers' compensation, disability benefits or similar law. However, this applies only to that amount for which the provider of the workers' compensation benefits has not been reimbursed.

4. We will not pay for a "loss" which is paid or payable under Physical Damage Coverage.

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E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   For any covered "auto" the Named Insured owns, this Coverage Form provides primary insurance. However, this Coverage Form will be secondary over any other collectible insurance available to the Named Insured's customers while a covered "auto" the Named Insured owns is being used as a "replacement vehicle".

   For any covered "auto" the Named Insured does not own, the insurance provided by this Coverage Form is excess over any other collectible primary uninsured motorists coverage but only to the extent that the Limit of Insurance under this Coverage Form exceeds the limit of such other collectible primary uninsured motorists insurance. However, this Coverage Form provides primary insurance for a covered "auto" the Named Insured does not own while it is being used as a "replacement vehicle" by the Named Insured.

   If this Coverage Form and any other Coverage Form or policy providing similar insurance apply to the same "accident", the maximum Limit of Insurance under all Coverage Forms or policies shall be the highest applicable Limit of Insurance under any one Coverage Form or policy.

   When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly notify us if a "suit" is brought. We request that a copy of any legal papers served accompany the notice.

   c. A person seeking Uninsured Motorists Coverage must:

      (1) Promptly notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle";

      (2) Allow us to send to the "insured", within 60 days after the receipt of notification, a written refusal to consent to acceptance of the settlement offer; and

      (3) Allow us to advance payment to that "insured", within 30 days after the written refusal to consent to acceptance of the settlement offer, in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

   a. Have been given prompt written notice of a tentative settlement, by certified mail, between an "insured" and the insurer of an "uninsured motor vehicle"; and

   b. Fail to send the "insured" a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement offer within 30 days after a written refusal to consent to acceptance of the settlement offer:

   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 advanced payment.

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury or destruction of:

a. A covered "auto", including loss of use;

b. Property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or

c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".

4. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer, or that an individual rents temporarily, to use while a vehicle owned by the lessee or rentee is not in use because of loss or its breakdown, repair, servicing or damage.

5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability policy or other form of security accepted by the Motor Vehicle Administrator provides at least the amounts specified by the financial responsibility law of Maryland; and

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which:

(1) With respect to damages for "bodily injury" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial responsibility law of Maryland, but the sum of the limits for bodily injury liability is either:

(a) Less than the limit of liability for this coverage; or

(b) Reduced by payment to other persons injured in the "accident" to an amount less than the limit of liability for this coverage.

(2) With respect to damages for "property damage" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial responsibility law of Maryland, but that sum is less than the Limit of Insurance of this coverage.

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT UNINSURED MOTORISTS COVERAGE LIMITS (MARYLAND)

This endorsement modifies insurance provided under the following:

MARYLAND UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

SCHEDULE

"Bodily Injury"	**$ 30,000**	Each Person
	$ 60,000	Each "Accident"
"Property Damage"	**$ 15,000**	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **1.** of LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

c. If coverage for "property damage" is provided by this insurance, the most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule for each "accident".

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MARYLAND PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Maryland, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Personal Injury Protection Benefits	Total Aggregate Amount
Medical expense benefits, income continuation benefits and essential services benefits	[X] **$** 2,500 **Per "Insured"**

In consideration of a reduction in premium, the following Personal Injury Protection waiver option applies as indicated below or in the Declarations:

[ ] If you are an individual, all Personal Injury Protection benefits provided under this endorsement are excluded for:

1. You;
2. Any "family member" aged 16 or over; and
3. All drivers shown on the Coverage Form.

[X] If you are other than an individual, all Personal Injury Protection benefits provided under this endorsement are excluded for:

1. You; and
2. All drivers shown on the Coverage Form.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

We will pay Personal Injury Protection benefits for loss and expense incurred because of "bodily injury" sustained by an "insured" and caused by an "accident" involving an "auto" as follows:

1. Medical expense benefits to or on behalf of each "insured". All reasonable expenses arising from the "accident" and incurred within three years from the date of the "accident" for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital and professional nursing services and funeral services (including funeral, burial or cremation services).
2. Income continuation benefits to or on behalf of each "insured" who, at the time of the "accident", was an "income producer". Payment for 85% of the loss of gross income incurred within three years from the date of the "accident".
3. Essential services benefits to or on behalf of each "insured" who, at the time of the "accident", was not an "income producer". Reimbursement for necessary and reasonable payment made to others, not members of the "insured's" household, incurred within three years from the date of the "accident" for essential services ordinarily performed by the "insured" for care and maintenance of his or her family household.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any other person while:
   a. "Occupying" the covered "auto" as a guest or passenger;
   b. Using the covered "auto" with your consent; or
   c. A "pedestrian" through being struck by the covered "auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

1. Any person who intentionally causes the "auto" "accident";
2. Any person while operating or voluntarily riding in an "auto" known by him or her to be stolen;
3. Any person while in the commission of a felony or fleeing or attempting to elude a police officer;
4. Any person arising out of the ownership, maintenance or use of a motorcycle, moped or motor scooter by such person;
5. Any person who is a pedestrian injured in an "accident" outside of Maryland and who is not a resident of Maryland;
6. You or any "family member" while "occupying" or struck by any "auto" owned by you or any "family member" that is not a covered "auto";
7. Any person while "occupying" an "auto" other than the covered "auto" under this Coverage Part or while a "pedestrian" struck by any "auto" other than the covered "auto" if such "auto" has the coverage required under § 19-505 of the Insurance Article of the Annotated Code of Maryland;
8. Any person while "occupying" an "auto" you own which is rented or borrowed from you for use as a "replacement vehicle" for a vehicle not in use if the vehicle not in use has the coverage required under § 19-505 of the Insurance Article of the Annotated Code of Maryland;
9. (If you are an individual), you, any "family members" aged 16 or over and all drivers shown on the Coverage Form, if the Schedule indicates that the Personal Injury Protection waiver has been selected; or
10. (If you are other than an individual), you and all drivers shown on the Coverage Form, if the Schedule indicates that the Personal Injury Protection waiver has been selected.

D. Limit Of Insurance

1. Regardless of the numbers of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits to or for any one "insured" as the result of any one "accident" is the total aggregate amount per "insured" shown in the Schedule.
2. Any amount paid under this coverage to or on behalf of an "insured" will be reduced by any amount paid to or on behalf of that "insured" under any workers' compensation law of any state or the federal government. However, this applies only to that amount for which the provider of the workers' compensation benefits has not been reimbursed.

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E. Changes In Conditions

The **Conditions** are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

   If an "insured" is injured, that "insured" or someone on his or her behalf must promptly give us, within a period not to exceed 12 months after the date of the "accident":

   a. Written proof of claim;

   b. Full particulars of the nature and extent of the injuries and treatment received and contemplated; and

   c. Such other information that will help us determine the amount due and payable.

   If benefits for loss of wages or salary (or, in the case of a self-employed "insured", their equivalent) are claimed, the person presenting such claim shall authorize us to obtain details of all wage and salary payments (or their equivalent) paid to him or her by any employer or earned by him or her since the time of the "bodily injury" or during the year immediately preceding the date of the "accident".

   In the event of the "insured's" death or incapacity, his or her legal representative shall, upon each request by us, execute authorization to enable us to obtain medical records and copies of records.

   Proof of claim shall be made upon forms furnished by us, unless we have failed to furnish such forms within 15 days after receiving notice of claim. The person making claim shall submit to examination under oath if required, by any person named by us as often as reasonably required.

   If a lapse occurs in the period of disability or medical treatment of an "insured" who has received benefits under this coverage and he or she subsequently claims a recurrence of the "bodily injury" for which the original claim was made, such "insured" or someone on his or her behalf shall be required to submit to us reasonable medical proof of such recurrence.

   Payment of Personal Injury Protection benefits shall be made promptly and within 30 days after satisfactory proof of claim has been submitted to us.

2. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the addition of the following:

   With respect to you or any "family member" who sustains "bodily injury" while "occupying", or while a "pedestrian" through being struck by, an "auto" not insured as required under §§ 19-505 and 19-509 of the Insurance Article of the Annotated Code of Maryland:

   a. If there is no other available personal injury protection coverage, the benefits payable under this Coverage Part will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto".

   b. If there is other available personal injury protection coverage, the aggregate maximum amount payable for Personal Injury Protection benefits under this and all other policies shall not exceed the highest applicable limit of insurance for such coverage under any one of such policies, provided that such aggregate maximum amount will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto". This reduction shall not apply to benefits paid or payable under any uninsured motorists coverage or by the Maryland Unsatisfied Claim and Judgment Fund.

      In addition, any automobile medical payments coverage provided under the Coverage Part is excess over any medical expense benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" to an "insured".

F. Additional Definitions

As used in this endorsement:

1. "Auto" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power.

2. "Bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, but the term "bodily injury" shall not include:

   a. Bodily injury due to war, declared or not, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing; and

b. Bodily injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.

3. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of the same household, and includes your unmarried and unemancipated children, while away from your household attending school or while in military service.

4. "Income" means wages, salary, tips, commissions, professional fees, and other earnings from business or farms owned individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property or services other than cash, income means the reasonable value of such property or services.

5. "Income producer" means a person who at the time of the "accident" was in an occupational status where he or she was earning or producing "income".

6. "Occupying" means in or upon or entering into or alighting from.

7. "Pedestrian" means any person not "occupying" an "auto", including an individual in, on, or alighting from any other vehicle operated by animal or muscular power, or on or alighting from an animal.

8. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer, or that an individual rents temporarily, to use while a vehicle owned by the lessee or rentee is not in use because of loss or its breakdown, repair, servicing or damage.

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IMPORTANT NOTICE TO ALL POLICYHOLDERS

Because of a change in Massachusetts law, the basic limits of liability for Compulsory Bodily Injury have been increased from $20,000 each person and $40,000 each accident to $25,000 each person and $50,000 each accident and Damage to Someone Else's Property from $5,000 each accident to $30,000 each accident.

In addition, the amount of bodily injury liability limits we are required to offer has increased from $35,000 each person and $80,000 each accident to $40,000 each person and $90,000 each accident.

These changes apply to all automobile insurance policies written to be effective on or after July 1, 2025.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - MASSACHUSETTS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **Coverage**

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the insured caused by an "accident." The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle."

The most we will pay for damages to or for anyone injured in the following situations is $40,000 for each person and $90,000 for each "accident" or the limits you purchased, whichever is less:

1. Anyone injured while using a covered "auto" without the consent of the owner.

2. Anyone injured while a covered "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

1. Who is an Insured:

   a. You, while "occupying" a covered "auto," while "occupying" an "auto" you do not own, or if injured as a "pedestrian."

   b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member," while "occupying" a covered "auto," while "occupying" an "auto" not owned by you, or if injured as a "pedestrian."

      If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any

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"household member" who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance with higher limits.

c. Anyone else while "occupying" a covered "auto." We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance.

d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while "occupying" a covered "auto" and you have two or more "autos" insured with us with different limits, we only pay up to the limits shown on the Declarations for the "auto" you are "occupying" when injured.

If you are injured as a "pedestrian" or while "occupying" an "auto" you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you if struck by, or while "occupying" an "auto" you own and which does not have Massachusetts compulsory auto insurance.

Likewise, we will not pay damages to or for any "household member" if struck by, or while "occupying" an "auto" owned by that "household member" which does not have Massachusetts compulsory auto insurance.

B. **Limits Of Insurance**

1. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one "accident" is shown on the Declarations as the "each person" limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one "accident" is shown on the Declarations as the "each accident" limit. This is the most we will pay as the result of a single "accident."

2. The limits of two or more "autos" or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this insurance, regardless of the number of "autos" involved, persons covered, claims made, or premiums shown on the Declarations.

3. We will not make payments under this coverage which duplicate payments provided under uninsured auto insurance of any other auto policy.

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4. We will reduce the damages an injured person is entitled to recover by:

   a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for bodily injury.

   b. The amount paid under a workers' compensation law or similar law.

We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

C. **Changes In Conditions**

The conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance is deleted.

2. Two or More Coverage Forms or Policies Issued By Us is deleted.

D. **Additional Conditions**

The following conditions are added for Uninsured Motorists Coverage:

1. Arbitration

   If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

2. Settlement or Judgment

   If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

   We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

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E. **Additional Definitions**

As used in this endorsement:

1. "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

   a. To which no "bodily injury" liability policy or bond applies at the time of the "accident," or

   b. To which a "bodily injury" liability policy or bond applies at the time of the "accident," but the insuring or bonding company denies coverage or becomes insolvent.

   c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned by a governmental unit or someone who is legally self-insured;

   b. Owned or regularly used by you;

   c. Designed for use mainly off public roads while not on public roads;

   d. Operated on rails or crawler treads;

   e. While located for use as a residence or premises.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The benefits under this coverage are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the "accident."

A. Coverage

We will pay the benefits described below to an insured injured or killed in an auto "accident." Benefits are paid only for expenses or losses actually incurred within two years after the "accident."

We will pay three kinds of benefits:

1. Medical Expenses

   We will pay all reasonable expenses incurred as a result of the "accident" for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

2. Lost Wages

   If an injured person is out of work because of the "accident," we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the "accident." We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the "accident," we will pay up to 75% of the amount he or she actually lost in earning power as a result of the "accident." Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an "accident." In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

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3. Replacement Services

   We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

B. **Who Is An Insured**

1. You, and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:

   a. "Occupying" a covered "auto;"

   b. "Occupying" an auto which does not have Massachusetts Compulsory Auto Insurance; or

   c. A "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.

2. Any other person while:

   a. "Occupying" a covered "auto" with your consent;

   b. A pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

C. **Exclusions**

This coverage does not apply to:

1. Anyone who, at the time of the "accident," was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.

2. Anyone who contributed to his or her injury by operating an auto:

   a. While under the influence of alcohol, marijuana, or a narcotic drug.

   b. While committing a felony or seeking to avoid arrest by a police officer.

   c. With the specific intent of causing injury to himself, herself or others.

3. Anyone who is entitled to workers' compensation benefits for the same injury.

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D. **Limit Of Insurance**

For any one "accident," we will pay as many people as are injured, but the most we will pay for all benefits to any one person is $8,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses. If so, we will pay up to $2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of $2,000 for such injured person which will not be paid by a medical expense provider. In either case, our total payment for medical expenses, lost wages and replacement services will not exceed $8,000.

E. **Additional Conditions**

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

1. If the "accident" is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.

2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.

3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.

4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most. In that case, each insurer will pay only its proportionate share. We will not pay benefits under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.

5. We must be authorized to obtain medical reports and other records pertinent to the claim.

6. Within two years after an "accident," we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not

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exceed the cost of renewing or continuing such policy for a period of two years after the "accident." Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

F. **Definitions**

The following definitions are added for Personal Injury Protection Coverage:

1. "Occupying" means in, upon, getting in, on, out or off.

2. "Pedestrian" includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Coverage	Limit Of Insurance
Medical Expenses	**$ 250,000 Per Person**
Funeral Expenses	**Up To $1,750 Per Person**
Work Loss	**Up To $5,755* For Any 30-day Period**
Replacement Services	**$20 Per Day Maximum**
Survivors Loss Benefits Consisting Of Income Loss Benefits And Replacement Services	**Up To $5,755* For Any 30-day Period Subject To A $20 Per Day Maximum For Replacement Services**

* Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.

The following option applies as indicated in the Declarations or by an X in the box below:

Excess Attendant Care

☐ **Excess Attendant Care Coverage Limit: $ Per Person/Per Accident**

If you are an individual, the following options apply as indicated in the Declarations or by an X in the box below:

Rejection Of Medical Expenses

☐ **Medical Expenses Coverage Does Not Apply To You Or Any "Family Member"**

Qualified Health Coverage Applicable To The $250,000 Limit For Medical Expenses

☐ **Qualified Health Coverage Applies To Individuals**

If listed below or in the Declarations, coverage for medical expenses is excluded for the following persons:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

We will pay Personal Injury Protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. Medical Expenses

Reasonable and necessary medical expenses for an "insured's" care, recovery or rehabilitation. Charges for a hospital room are limited to those customary for a semiprivate room, unless special or intensive care is required.

This includes attendant care.

2. Funeral Expenses

Reasonable funeral and burial expenses.

3. Work Loss

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30-day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies.

5. Survivors loss benefits consisting of:

a. Income Loss

The contributions a deceased "insured's" spouse and dependents would have received, as dependents, if the "insured" had not died as a result of the "accident".

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30-day period for the total of survivors loss benefits is the amount shown in the Schedule unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefits we will pay. These benefits are payable during the three years after the "accident" but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivors loss benefits are payable during the three years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

B. Who Is An Insured

1. You or any "family member".

2. Anyone else who sustains "bodily injury" who is a resident of Michigan and is entitled to Michigan no-fault benefits as a Named Insured, Named Insured's spouse or "family member" under another policy:

a. While "occupying" a covered "auto"; or

b. While "occupying" any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the Policy's Covered Autos Liability Coverage.

3. Anyone else who sustains "bodily injury" while "occupying" a motorcycle if the "accident" involves an "auto".

C. Exclusions

1. We will not pay Personal Injury Protection benefits for "bodily injury":

a. To anyone causing intentional "bodily injury" to himself, herself or anyone else.

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b. To anyone willingly operating or willingly using an "auto" he or she has taken unlawfully, and that person knew or should have known that the "auto" was taken unlawfully.

c. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".

d. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".

e. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.

f. To a Named Insured's spouse or any "family member" entitled to Michigan no-fault benefits as a Named Insured under another policy providing similar coverage except while "occupying" a motorcycle.

g. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".

h. To anyone while "occupying" an "auto" located for use as a residence or premises.

i. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:

(1) School bus;

(2) Certified common carrier;

(3) Bus operated under a government sponsored transportation program;

(4) Bus operated by or servicing a nonprofit organization;

(5) Bus operated by a watercraft, bicycle or horse livery used only to transport passengers to or from a destination point;

(6) Taxicab;

(7) Transportation network company vehicle; or

(8) Motor vehicle insured under a policy for which the individual Named Insured has elected not to maintain personal injury protection coverage or to which an exclusion related to qualified health coverage applies under such policy.

j. To you or any "family member" while "occupying" an "auto" which is owned or registered by your or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.

k. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does not apply to you or a "family member", nor does it apply under medical or funeral expense benefits.

l. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:

(1) The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury"; or

(2) The "bodily injury" results from physical contact with:

(a) Equipment permanently mounted on the "auto" while the equipment is being used; or

(b) Property being lifted onto or lowered from the "auto"; or

(3) The "bodily injury" is sustained while "occupying" the "auto".

However, Exceptions **(2)** and **(3)** to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.

m. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.

n. Arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

o. Sustained by anyone who is not a resident of Michigan unless, at the time of the "accident", such person is the owner of a motor vehicle which is registered in Michigan and to which the security required under the Michigan Insurance Code is in effect.

2. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured if:

a. Rejection Of Medical Expenses is indicated in the Schedule or in the Declarations; and

b. That individual Named Insured has signed a form rejecting coverage for medical expenses.

3. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured if:

a. Such Named Insured is covered under "qualified health coverage" as defined in Paragraph **F.4.a.** of the Definitions section;

b. "Qualified health coverage" is indicated in the Schedule or in the Declarations; and

c. The Schedule or the Declarations indicates that coverage for medical expenses is excluded for such individual Named Insured.

4. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured's spouse or any "family member" if:

a. Such person is covered under "qualified health coverage" as defined in Paragraph **F.4.a.** or **F.4.b.** of the Definitions section;

b. "Qualified health coverage" is indicated in the Schedule or in the Declarations; and

c. The Schedule or the Declarations indicates that coverage for medical expenses is excluded for such person.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.

2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:

a. The benefits serve the same purpose as personal injury protection benefits; and

b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".

3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

The following provisions are added:

Attendant Care

If attendant care is rendered in an "insured's" home and is provided directly, or indirectly through another person, by any of the following:

a. A person who is related to the "insured";

b. A person who resides in the "insured's" household; or

c. A person with whom the "insured" had a business or social relationship before the injury;

we will only pay up to 56 hours per week under Medical Expenses coverage.

Excess Attendant Care

If Excess Attendant Care is indicated in the Schedule or in the Declarations, we will pay up to the limit shown in the Schedule or in the Declarations. The Excess Attendant Care Coverage limit shown in the Schedule or in the Declarations is in addition to the Limit Of Insurance shown in the Schedule or in the Declarations for medical expenses.

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E. Changes In Conditions

1. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   Transfer Of Rights Of Recovery Against Others To Us

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

   If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".

3. **Legal Action Against Us** is amended by the addition of the following:

   No claimant may bring a legal action for Personal Injury Protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent allowable expense, work loss or survivor's loss has been incurred. The commencement of an action and the recovery of benefits is tolled from the date of a specific claim for payment of personal injury protection benefits until the date we formally deny the claim. Such tolling does not apply if the person claiming the benefits fails to pursue the claim with reasonable diligence.

   However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

4. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by adding the following:

   a. If Medical Expenses are payable under two or more policies, benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.

   b. If an "insured" is a Named Insured under this Policy and that "insured" is insured as a spouse or as a "family member" under another policy providing similar coverage, Medical Expenses benefits for such named insured are only payable up to the Limit Of Insurance shown in the Schedule or in the Declarations for each person under this Policy.

5. The following conditions are added:

   Reimbursement And Trust

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

   Coordination And Nonduplication

   a. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the Policy providing the highest dollar limit.

   b. No person may recover duplicate benefits for the same expenses or loss.

   c. An "insured" who sustains "bodily injury" resulting from an "accident" which shows evidence of the involvement of an "auto" while an operator or passenger of a motorcycle shall claim insurance benefits in the following order of priority:

      (1) The insurer of the owner or registrant of the "auto" involved in the "accident".

      (2) The insurer of the operator of the "auto" involved in the "accident".

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(3) The "auto" insurer of the operator of the motorcycle involved in the "accident".

(4) The "auto" insurer of the owner or registrant of the motorcycle involved in the accident.

If personal injury protection benefits are payable under two or more policies in the same order of priority, the benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.

Premium Recomputation

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the Policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable, we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

Qualified Health Coverage Ineligibility

The individual Named Insured shall notify us when "qualified health coverage" has been terminated for you or any "family member" if the Schedule or the Declarations indicates that coverage for medical expenses is excluded for you or any "family member". In such case, the individual Named Insured shall obtain coverage for personal injury protection benefits within 30 days after the effective date of the termination of "qualified health coverage".

If it is determined that:

a. The individual Named Insured who is listed as excluded from coverage for medical expenses in the Schedule or in the Declarations did not have "qualified health coverage" as defined in Paragraph **F.4.a.** of the Definitions section; or

b. The individual Named Insured's spouse or any "family member" who is listed as excluded from coverage for medical expenses in the Schedule or in the Declarations did not have "qualified health coverage" as defined in Paragraph **F.4.a.** or **F.4.b.** of the Definitions section;

in effect at the time an "accident" occurred which resulted in "bodily injury" to that individual Named Insured, individual Named Insured's spouse or "family member" after the 30-day period in which the "qualified health coverage" has elapsed and the individual Named Insured did not obtain personal injury protection coverage within such period, such injured person is not entitled to medical expenses benefits under this Policy.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the Policy.

2. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Qualified health coverage" means either of the following:

a. Other health or accident coverage in which:

(1) Such coverage does not exclude or limit coverage for "bodily injury" sustained in an "auto accident"; and

(2) The annual deductible for such coverage is $6,000 or less per individual, or the amount as annually adjusted by the Director of the Department of Insurance and Financial Services; or

b. Coverage provided under Parts A and B of Medicare.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PROPERTY PROTECTION COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

☐ If indicated to the left or in the Declarations, **Exclusion 11.** as described below does not apply.

A. Coverage

We will pay for "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" as an "auto". A covered "auto" under this coverage includes an "auto" operated by, but not owned by, you or any "family member" to which the Covered Autos Liability Coverage of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an "accident" which happens in Michigan.

B. Exclusions

This insurance does not apply to:

1. "Property damage" to property owned by you or any "family member" if you or any "family member" was the owner, operator or registrant of an "auto" involved in the "accident" which caused the "property damage".
2. "Property damage" to any covered "auto" or its contents.
3. "Property damage" to any "auto" which is not a covered "auto" or to its contents. However, this exclusion does not apply to the "auto" or its contents if the "auto" was parked in such a way as not to cause unreasonable risk of the "property damage".
4. "Property damage" to the property of anyone while using a covered "auto" without "your" consent, unless that person reasonably believed he or she was entitled to use the "auto".
5. "Property damage" caused intentionally by any claimant.
6. "Property damage" to any property while a covered "auto" is located for use as a residence or premises.
7. "Property damage" to property as a result of an "accident" involving an "auto" not owned by you or any "family member". This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. "Property damage" to any property you accept for transportation as a 'motor carrier' as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.

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9. "Property damage" to property that occurs within the course of the business of repairing, servicing or otherwise maintaining motor vehicles.

10. "Property damage" arising directly or indirectly out of:

    a. War, including undeclared or civil war;

    b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

    c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

11. "Property damage" to property as a result of an "accident" involving a covered "auto" used by anyone who is not a resident of Michigan unless at the time of the accident such person is the owner of a motor vehicle registered in Michigan and to which the security required by Michigan Insurance Code is in effect. This exclusion applies unless otherwise indicated in the Schedule or in the Declarations.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made, vehicles involved in the "accident" or insurers providing property protection insurance, the most we will pay for all "property damage" resulting from any one "accident" is $1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.

2. Any amount we would otherwise pay for "property damage" will be reduced by any deductible shown in the Declarations prior to the application of our Limit of Insurance. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

D. Changes In Conditions

The Conditions are changed for Property Protection Coverage as follows:

1. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

2. **Legal Action Against Us** is amended by the addition of the following:

   No action to recover property protection insurance may be brought against us more than a year after the "accident".

3. The following conditions are added:

   Reimbursement And Trust

   If we make any payment to a claimant who recovers from a party legally responsible for "property damage", the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

   Nonduplication

   We will not pay duplicate benefits for the same expenses or loss.

   Claimants Notice To Us

   A claimant must promptly notify us of an "accident" and must tell us how, when and where the "accident" happened.

E. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.

2. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Property damage" means damage to tangible property including the loss of use of such tangible property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Minnesota, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Insurance	
Uninsured Motorists Coverage:	**$ 50,000**	**Each "Accident"**
Underinsured Motorists Coverage:	**$ 50,000**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".

2. Any judgment for damages arising out of a "suit" brought against an uninsured or underinsured motorist is not binding on us unless we have:

a. Received reasonable notice of the commencement of the "suit" resulting in judgment; and

b. Had a reasonable opportunity to protect our interests in the "suit".

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B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the owner or operator of an "uninsured motor vehicle" without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" under Uninsured Motorists Coverage, if that "bodily injury" is sustained by:
   a. An individual Named Insured while "occupying" a vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage; or
   b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage.
4. "Bodily injury" under Underinsured Motorists Coverage, if that "bodily injury" is sustained by:
   a. An individual Named Insured while "occupying" a vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage; or
   b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. However, this exclusion does not apply to a "family member" who is not identified by name in any other contract for a plan of reparation security complying with the Minnesota No-fault Automobile Insurance Act, while using a covered "auto" which is owned by the Named Insured.
6. Punitive or exemplary damages.
7. "Bodily injury" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":
   a. With an "uninsured motor vehicle" is the limit of Uninsured Motorists Coverage shown in the Schedule.
   b. With an "underinsured motor vehicle" is the limit of Underinsured Motorists Coverage shown in the Schedule.

   We will apply the Limit Of Liability for each of these coverages as shown in the Schedule to provide separate limits required by law for uninsured and underinsured "bodily injury" liability.
2. Any amounts otherwise payable for damages under this insurance shall be reduced by all sums paid or payable or which would be paid or payable except for the application of a deductible under Personal Injury Protection applicable to the same element of loss.

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3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage form, or any Medical Payments Coverage endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage and Underinsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other applicable insurance" applies only to other collectible uninsured motorists insurance and is replaced by the following:

   a. With respect to coverage we provide when a covered "auto" the Named Insured owns is involved in an "accident", only:

   (1) The Limit of Insurance for Uninsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "uninsured motor vehicle" is legally responsible.

   (2) The Limit of Insurance for Underinsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.

   b. If an "insured" sustains "bodily injury" while:

   (1) "Occupying" a vehicle not owned by that person or while not "occupying" any vehicle; or

   (2) "Occupying" a vehicle owned by the Named Insured or any "family member", if the Named Insured is an individual, and such vehicle is insured under one or more separate policies providing uninsured motorists or underinsured motorists insurance;

   the following priorities of recovery apply:

First Priority	The policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any Coverage Form or policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

   (1) Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

   (2) Where there is applicable insurance available under the first priority:

   (a) The Limit of Insurance applicable to the vehicle the "insured" was "occupying", under the Coverage Form or policy in the first priority, shall first be exhausted; and

   (b) If there is other applicable insurance available under one or more policies or provisions of coverage:

   The maximum recovery in the second priority under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

   Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

If the coverage under this Coverage Form is provided:

(i) 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 on a primary basis.

(ii) 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 on an excess basis.

(3) We will pay only our share of the "loss", not to exceed our share of the maximum recovery. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits in the same level of priority.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   For an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are also changed by adding the following:

   a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle". Such notice shall:

      (1) Identify the "insured", the owner or driver of the "underinsured motor vehicle" and the insurer of the "underinsured motor vehicle";

      (2) Disclose the limits of the automobile liability insurance available to the owner or driver of the "underinsured motor vehicle"; and

      (3) Disclose the agreed upon amount of the tentative settlement; and

   b. Allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following and supersedes any provision to the contrary:

   Transfer Of Rights Of Recovery Against Others To Us

   a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

   b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   c. For an "underinsured motor vehicle", Paragraph **3.a.** of the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply if:

      (1) We have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

      (2) We fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

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

      (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

      (2) We also have a right to recover the advance payment.

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d. Our rights under Paragraph **3.a.** of this condition do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".

e. Our rights under this condition do not apply against a person who is 21 years of age or older who:

(1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or

(2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

f. Our rights are subject to any applicable limitations contained in the Minnesota statutes.

4. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

However, we will not pay the "insured" any interest, other than the interest that accrues between the time that it is determined that a "loss" shall be payable, in accordance with this Arbitration Condition, and before we pay, tender or deposit in court payment for the "loss".

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. To which **(1)** no bodily injury liability bond or policy applies at the time of an "accident" or **(2)** 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 limit for bodily injury liability specified by the Minnesota No-fault Automobile Insurance Act;

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must cause an "accident" resulting in "bodily injury" to an "insured" without hitting a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle or equipment:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who **(1)** denies coverage, **(2)** is or becomes insolvent or **(3)** cannot provide the amounts required by that motor vehicle law;

b. Designed for use mainly off public roads while not on public roads;

c. That is an "underinsured motor vehicle";

d. Owned by or furnished or available for the regular use of an "insured";

e. Operated on rails or crawler treads; or

f. While located for use as a residence or premises.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a bodily injury liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limits specified by the Minnesota No-fault Automobile Insurance Act, but its limit for "bodily injury" liability is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle or equipment:

a. For which a 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;

b. Designed for use mainly off public roads while not on public roads;

c. That is an "uninsured motor vehicle";

d. Owned by or furnished or available for the regular use of an "insured";

e. Operated on rails or crawler treads; or

f. While located for use as a residence or premises.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (MINNESOTA)

This endorsement modifies insurance provided under the following:

MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Minnesota, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

In consideration of an increase in premium, the following Personal Injury Protection Coverage option applies as indicated below or in the Declarations:
☐ The Named Insured elects to add together two or more Personal Injury Protection Coverages. (Refer to Paragraph **3.** of the Limit Of Insurance Provision.)
In consideration of a reduction in premium, exclusion of work loss applies as indicated below or in the Declarations:
☒ Work loss will not be provided for the Named Insured age 65 or older, or age 60 or older, if retired and receiving a pension.
☒ Work loss will not be provided for the Named Insured and any "family member" age 65 or older, or age 60 or older, if retired and receiving a pension.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

The company will pay, in accordance with the Minnesota No-fault Automobile Insurance Act, Personal Injury Protection benefits incurred with respect to "bodily injury" sustained by an "insured" caused by an "accident" arising out of the maintenance or use of a "motor vehicle" as a vehicle, or through being struck by a motorcycle. These Personal Injury Protection benefits consist of the following:

1. Medical Expenses

Means all reasonable expenses incurred for necessary:

a. Medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices;

b. Prescription drugs as provided under MINN. STAT. § 65B.44, Subd. 2;

c. Ambulance and all other transportation expenses incurred in traveling to receive other covered medical expense benefits;

d. Sign interpreting and language translation services, other than such services provided by a member of the "insured's" family, related to the receipt of "medical expenses" provided under Paragraph **A.1.** of this provision; and

e. Hospital, extended care and nursing services, including necessary remedial treatment and services recognized and permitted under the laws of Minnesota for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious belief; however, it does not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

2. Work Loss

Means:

a. 85% of loss of gross income resulting from the "insured's" inability to work on a regular basis including the costs incurred by an "insured" who is self-employed in hiring substitute "employees" to perform tasks which are necessary to maintain his or her income, which he or she normally performs himself or herself, and which he or she cannot perform because of his or her injury; or

b. Lost unemployment benefits in an amount equal to the unemployment benefits otherwise payable, if the "insured":

(1) Is unemployed at the time of the injury and is receiving or is eligible to receive unemployment benefits; and

(2) Loses eligibility for unemployment benefits because of his or her inability to work caused by injury;

reduced by any income from work actually performed by the "insured", or by any income he or she would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake.

3. Essential Services Expenses

Expenses reasonably incurred during a period commencing eight days after the date of the accident and during the "insured's" lifetime, in obtaining usual and necessary substitute services in lieu of those that, had he or she not been injured, he or she would have performed not for income but for the direct benefit of himself or herself or his or her household; if the non-fatally injured "insured" normally, as a full-time responsibility, provides care and maintenance of a home, with or without children, the benefit is the reasonable value of such care and maintenance.

4. Funeral Expenses

Reasonable expenses for professional funeral and burial services, including expense for cremation, or delivery under the Minnesota Uniform Anatomical Gift Act.

5. Survivors' Loss

Means:

a. "Loss", in the event of the death of an "insured" occurring within one year from the date of the "accident", of contributions of money or tangible things of economic value, not including services, that his or her surviving dependents would have received from him or her for their support during their dependency had he or she not suffered the fatal "bodily injury"; and

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b. Expenses reasonably incurred by surviving dependents after the death of an "insured" in obtaining ordinary and necessary substitute services in lieu of those he or she would have performed for their benefit had he or she not suffered the fatal "bodily injury", minus expenses of the surviving dependents avoided by reason of such death,

provided that the dependency of the surviving spouse shall be terminated in the event such surviving spouse remarries or dies, and the dependency of a child who is not physically or mentally incapacitated from earning shall be terminated in the event he or she attains majority, marries or becomes otherwise emancipated, or dies.

B. Who Is An Insured

1. The Named Insured or any "family member" who sustains "bodily injury" while "occupying" a "motor vehicle", or while a pedestrian as a result of an "accident" involving any "motor vehicle" or motorcycle.

2. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle", or while a pedestrian as a result of an "accident" involving the "insured motor vehicle".

3. Any other person who sustains "bodily injury" while "occupying" a "motor vehicle" not owned by but operated by the Named Insured or "family member", other than a public or livery conveyance, if the "bodily injury" results from the operation of the "motor vehicle" by the Named Insured or "family member". As used in this provision, public or livery conveyance includes, but is not limited to, any period of time a "motor vehicle" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "motor vehicle". However, this exclusion does not apply to the business activities performed by such person that are directly related to the Named Insured(s) listed in the Declarations.

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by any "family member" if such "family member" is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured under the terms of any other Coverage Form or policy with respect to such coverage.

2. Sustained by any person, other than the Named Insured or "family member", if such person is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured or "family member" under the terms of any other Coverage Form or policy with respect to such coverage.

3. Sustained by any person arising out of the maintenance or use of a "motor vehicle":

a. Being used in the business of transporting persons or property; or

b. Furnished by the employer of the Named Insured or "family member";

if with respect to such vehicle, the security required by the Minnesota No-fault Automobile Insurance Act is in effect, provided that such "bodily injury" is sustained while not "occupying" another involved "motor vehicle"; however, this exclusion does not apply to **(i)** the "insured motor vehicle", **(ii)** a commuter van as defined in the Minnesota No-fault Automobile Insurance Act, **(iii)** a vehicle being used to transport children to school or to a school sponsored activity, **(iv)** a vehicle being used to transport children as part of a family or group family day care program, **(v)** any bus, other than a bus included as a vehicle described in **(ii), (iii)** or **(iv)** above, while in operation within the state of Minnesota as to any Minnesota resident who is an insured as defined in the Minnesota No-fault Automobile Insurance Act, or **(vi)** a passenger in a taxi.

4. To any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his or her intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself or herself, his or her survivors are not entitled to any survivors' loss benefits.

5. Sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor, other than a rally held in whole or in part upon public roads.

6. Sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.

7. Sustained by any person if such injury arises out of conduct in the course of loading or unloading any "motor vehicle" unless the conduct occurs while such person is "occupying" such "motor vehicle".

8. Sustained by any person while "occupying" a motorcycle.

9. To Personal Injury Protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an "insured" as a result of any one "accident".

10. Sustained by any person, other than the Named Insured or any "family member", arising out of the maintenance or use by such person of a "motor vehicle" without a good faith belief that he or she is legally entitled to use such "motor vehicle".

11. Sustained by any person, other than the Named Insured or any "family member", while a pedestrian through being struck by the "insured" "motor vehicle", if the "accident" occurs outside the state of Minnesota.

12. Sustained by any person arising out of the maintenance or use of a "motor vehicle" while located for use as a residence or premises.

13. Arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

14. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

15. With respect to work loss, essential services expenses and survivors' loss benefits, sustained by any person, other than the Named Insured or "family member", while "occupying" any "motor vehicle", not owned by the Named Insured or "family member", which is being operated by the Named Insured or "family member".

16. Sustained by any person, other than the Named Insured or any "family member", while "occupying" a vehicle which is regularly used in the course of the business of transporting persons or property and which is one of five or more vehicles under common ownership or a vehicle owned by a government other than the state of Minnesota, its political subdivisions, municipal corporations or public agencies, if the "accident" occurs outside the state of Minnesota.

D. Limit Of Insurance

1. Except as provided in Paragraph **3.,** regardless of the number of persons insured, policies or plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $40,000 in the aggregate and subject to such aggregate:

a. The maximum amount payable for "medical expenses" shall not exceed $20,000.

b. The maximum aggregate amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed $20,000. Subject to this maximum aggregate:

(1) The maximum amount payable for work loss shall not exceed $500 per week.

(2) The maximum amount payable for essential services expenses shall not exceed $200 per week.

(3) The maximum amount payable for funeral expenses shall not exceed $5,000.

(4) The maximum amount payable for survivors' loss benefits:

(a) With respect to Paragraph **A.5.a.** of the definition of survivors' loss benefits shall not exceed $500 per week; and

(b) With respect to Paragraph **A.5.b.** of the definition of survivors' loss benefits shall not exceed $200 per week.

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2. Any amount payable by the company under the terms of this coverage shall be reduced by:
   a. Any amounts paid, payable or required to be provided on account of such "bodily injury" under any workers' compensation law; except that if the "accident" involves a "motor vehicle" used in a "ridesharing arrangement", this coverage shall be primary.
   b. The amount of any deductible applicable to "medical expenses" set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or by a "family member", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in this Coverage Form, and such amount shall be allocated equally among them.
   c. The amount of any deductible applicable to work loss set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or any "family member".
3. If the Schedule or Declarations indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, regardless of the number of persons insured, premiums paid or claims made, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed $40,000 in the aggregate, per "insured motor vehicle", and subject to each such aggregate:
   a. The maximum amount payable for "medical expenses" shall not exceed $20,000 per "insured motor vehicle".
   b. The maximum amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed $20,000 per "insured motor vehicle". Subject to this maximum aggregate:
      (1) The maximum amount payable for work loss shall not exceed $500 per week per "insured motor vehicle".
      (2) The maximum amount payable for essential services expenses shall not exceed $200 per week per "insured motor vehicle".
      (3) The maximum amount payable for funeral expenses shall not exceed $5,000 per "insured motor vehicle".
      (4) The maximum amount payable for survivors' loss benefits:
         (a) With respect to Paragraph **A.5.a.** of the definition of survivors' loss benefits shall not exceed $500 per week per "insured motor vehicle"; and
         (b) With respect to Paragraph **A.5.b.** of the definition of survivors' loss benefits shall not exceed $200 per week per "insured motor vehicle".

E. Changes In Conditions

The **Conditions** are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are replaced by the following:
   a. In the event of any "accident", written notice containing particulars sufficient to identify the "insured" and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to us or any of our authorized agents within six months from the date of the "accident". Failure to provide such written notice shall not render an "insured" ineligible to receive benefits unless actual prejudice is shown by us and then only to the extent of the prejudice. If an "insured", his or her legal representative or his or her surviving dependents shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her surviving dependents.

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b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated, and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. An "insured" who has undertaken a procedure or treatment for rehabilitation or a course of rehabilitative occupational training, other than a medical rehabilitation procedure or treatment, shall notify us that he or she has undertaken the procedure, treatment or training within 60 days after a rehabilitation expense exceeding $1,000 has been incurred for the procedure, treatment or training, unless we know or have reason to know of the undertaking. If the "insured" does not give the required notice within the prescribed time, we are responsible only for $1,000 or the expense incurred after the notice is given and within 60 days before the notice, whichever is greater, unless failure to give timely notice is the result of excusable neglect.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Policy Condition does not apply.

3. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the following:

In the event the "insured" has other similar insurance including self-insurance available and applicable to the "accident", we shall not be liable for a greater proportion of any loss to which this coverage applies than the Limit of Insurance hereunder bears to the sum of the applicable Limits of Insurance of this coverage and such other insurance.

However, if the driver or occupant of a "motor vehicle" sustains "bodily injury" while using the vehicle in the business of transporting persons or property, this insurance is primary.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** Policy Condition is replaced by the following:

Two Or More Coverage Forms Or Policies Issued By Us

If the Schedule indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, the Two Or More Coverage Forms Or Policies Issued By Us provision in the Policy Conditions section of the Coverage Form does not apply to coverage afforded under this endorsement. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

5. The following conditions are added:

Coordination, Nonduplication And Priority Of Payments

a. No "insured" shall recover duplicate benefits for the same elements of "loss" under this or any similar insurance including self-insurance.

b. Any amount payable under any Uninsured Motorists Coverage afforded under this Coverage Form or policy shall be reduced by the amount of any Personal Injury Protection benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle insurance Coverage Form or policy because of "bodily injury" sustained by an "insured".

Constitutionality Clause

The premium for and the coverages of the Policy have been established in reliance upon the provisions of the Minnesota No-fault Automobile Insurance Act. In the event a court of competent jurisdiction declares or enters a judgment, the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

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Arbitration

If you and we disagree on the amount of "loss" under Personal Injury Protection and the disputed amount is:

a. $10,000 or less, both parties must submit to arbitration; or

b. More than $10,000, we will advise the "insured" whether we will submit the claim to arbitration.

Arbitration will be conducted in accordance with the Rules of Procedure for No-fault Arbitration contained in the Minnesota Insurance Laws.

In the event of arbitration, each party will select a competent arbitrator. The two arbitrators will select a competent and impartial umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen arbitrator; and

b. Bear the other expenses of the arbitration and umpire equally.

If we submit to arbitration, we still retain our right to deny the claim.

However, we will not pay you any interest, other than the interest that accrues between the time that it is determined that a "loss" shall be payable, in accordance with this Arbitration Condition, and before we pay, tender or deposit in court payment for the "loss".

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.

2. "Insured motor vehicle" means a "motor vehicle" with respect to which:

a. The "bodily injury" liability insurance of the Coverage Form or Policy applies and for which a specific premium is charged; and

b. The Named Insured is required to maintain security under the provisions of the Minnesota No-fault Automobile Insurance Act.

3. "Motor vehicle" means every vehicle, other than a motorcycle or other vehicle with fewer than four wheels, which:

a. Is required to be registered pursuant to Minnesota Statutes, Chapter 168; and

b. Is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property, and includes a "trailer" with one or more wheels, when the "trailer" is connected to or being towed by a "motor vehicle".

4. "Occupying" means in, upon, getting in, out or off.

5. "Ridesharing arrangement" means the transportation of persons, for a fee or otherwise, in a "motor vehicle" when the transportation is incidental to another purpose of the driver. The term includes the forms of shared transportation known as car pools, commuter van pools and bus pools whether or not furnished by an employer. It does not include transportation of "employees" by an employer from one place to another.

6. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI UNINSURED MOTORISTS COVERAGE

For a covered "auto" registered or principally garaged in, or "auto dealer operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we have:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members". However, this does not include any "family member", other than the Named Insured's spouse, who owns an "auto".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

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a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent, if the settlement or judgment prejudices our right to recover payment. However, this exclusion applies only to the extent that the limits of liability for Uninsured Motorists Coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by any person while "occupying" or struck by any vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto". However, this exclusion does not apply to an individual Named Insured.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

6. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations. However, if "bodily injury" to which this coverage applies is sustained by any person other than an individual Named Insured or any "family member", the Limit of Insurance shown in the Schedule or Declarations for this coverage is also the most we will pay regardless of the number of covered "autos".

2. If there are two or more covered "autos" that are not trailers, and "bodily injury" is sustained by an individual Named Insured or any "family member", our Limit of Insurance for any one "accident" is the sum of the limits applicable to each covered "auto" which is not a "trailer". Subject to this maximum limit of liability for all damages:

a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations for this coverage at the time of the "accident".

b. An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible. However, this does not include any amounts paid or payable under medical payments or any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Missouri Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

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2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

   Arbitration

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

5. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

      (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

      (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". The facts of the "accident" must be proved. We may request supporting evidence beyond the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or

   b. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

MISSOURI UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraphs **1.** and **2.** of **Limit Of Insurance** are replaced by the following:

1.a. Regardless of the number of "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" to any one person resulting from any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" for each person shown in the Schedule applicable to each covered "auto".

(1) If there is more than one covered "auto", and "bodily injury" is sustained by an individual Named Insured or any "family member", our Limit of Insurance for any one "accident" is the sum of the limits of "Bodily Injury" for each person shown in the Schedule applicable to each covered "auto". Subject to the maximum limit of "Bodily Injury" for each person:

(a) The most we will pay for "bodily injury" sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the "Bodily Injury" for each person limit shown in the Schedule for this coverage, at the time of the "accident".

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(b) An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.(1)(a)** above.

(c) A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

(2) If the "bodily injury" is sustained by any "insured" other than an individual Named Insured or any "family member", in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury", the limit of "Bodily Injury" for each person shown in the Schedule for this coverage, at the time of the "accident", is also our maximum limit for "bodily injury" resulting from any such "accident" regardless of the number of covered "autos".

b. Subject to the limit for each person, regardless of the number of "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" resulting from any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" for each "accident" shown in the Schedule applicable to each covered "auto".

(1) If there is more than one covered "auto", and "bodily injury" is sustained by an individual Named Insured or any "family member", our Limit of Insurance for any one "accident" is the sum of the limits of "Bodily Injury" for each "accident" shown in the Schedule applicable to each covered "auto". Subject to the maximum limit of "Bodily Injury" for each "accident":

(a) The most we will pay for "bodily injury" sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the "Bodily Injury" for each "accident" limit shown in the Schedule for this coverage, at the time of the "accident".

(b) An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **b.(1)(a)** above.

(c) A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

(2) If the "bodily injury" is sustained by any "insured" other than an individual Named Insured or any "family member", in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury", the limit of "Bodily Injury" for each "accident" shown in the Schedule for this coverage, at the time of the "accident", is also our maximum limit for "bodily injury" resulting from any such "accident" regardless of the number of covered "autos".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Nebraska, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".

2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:

a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle"; and we

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" without our written consent is not binding on us unless we:

a. Receive reasonable notice of the pendency of the "suit" resulting in the judgment; and

b. Have had a reasonable opportunity to protect our interest in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

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b. Anyone else "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply:

a. If such settlement does not adversely affect our rights; or

b. To a settlement made with the insurer of an "underinsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Punitive or exemplary damages.

5. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Liability shown in the Schedule or Declarations.

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Uninsured or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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 workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. With respect to damages caused by an "uninsured motor vehicle", the reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

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2. With respect to damages caused by an "underinsured motor vehicle", **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form 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 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 on an excess basis.

   The following priorities of recovery apply:

First	The Underinsured Motorists Coverage applicable to the Vehicle the "insured" was "occupying" at the time of the "accident".
Second	The Underinsured Motorists Coverage applicable to an "auto" not involved in the "accident" under which the injured person is an "insured".

3. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   With respect to an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are also changed by adding the following:

   a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle".

   b. Allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back that amount we have paid.

   b. For an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply if we:

      (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

      (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification.

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

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(2) We also have a right to recover the advance payment.

5. The following condition is added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

6. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If both parties so agree, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of the "accident".

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence provided by an independent and disinterested person, other than the "insured" making the claim or any person "occupying" the covered "auto".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a "bodily injury" liability bond or policy applies at the time of an "accident" but its limit for "bodily injury" liability is either:

a. Not enough to pay the full amount the "insured" is legally entitled to recover as damages; or

b. Reduced by payments to persons other than an "insured", injured in the "accident", to less than the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

c. Owned by or furnished or available for the Named Insured's regular use or that of any "family member", if the Named Insured is an individual.

d. Owned by a governmental unit or agency.

e. Designed for use mainly off public roads while not on public roads.

f. Owned or operated by a self-insurer under any applicable motor vehicle law.

g. While located for use as a residence or premises.

h. Which is an "uninsured motor vehicle".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA SPLIT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, New Jersey, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 105,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle" or an "underinsured motor vehicle".

2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:

a. The limit of any applicable liability bonds or policies has been exhausted by judgments or payments; or

b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Schedule or Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

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b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. With respect to an "uninsured motor vehicle", any claim settled without our consent.

2. Damages for pain, suffering and inconvenience resulting from "bodily injury" caused by an "accident" involving an "uninsured motor vehicle" or an "underinsured motor vehicle", unless the injured person has a legal right to recover damages for such pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act. The injured person's legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that person.

3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

4. The direct or indirect benefit of any insurer of property.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

6. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.

7. The first $500 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".

8. "Property damage" caused by a hit-and-run vehicle.

9. Punitive or exemplary damages.

10. "Bodily injury" or "property damage" sustained by any "insured" who is an owner of a motor vehicle:

a. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or

b. Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

However, this exclusion does not apply to an individual Named Insured, and such Named Insured's spouse, unless the individual Named Insured or such Named Insured's spouse is "occupying", at the time of an "accident", a motor vehicle described in Subparagraph **a.** or **b.** above.

11. "Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the Limit Of Insurance shown in the Schedule or Declarations for Uninsured Motorists Coverage and Underinsured Motorists Coverage is the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle".

a. However, subject to our maximum Limit of Insurance for this coverage, if:

(1) An "insured" is not the individual Named Insured under this Policy;

(2) That "insured" is an individual Named Insured under one or more other policies providing similar coverage; and

(3) All such other policies have a Limit of Insurance for similar coverage which is less than the Limit of Insurance for this coverage;

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then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable Limit of Insurance under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

b. However, subject to our maximum Limit of Insurance for this coverage, if:

(1) An "insured" is not the individual Named Insured under this Policy or any other policy;

(2) That "insured" is insured as a "family member" under one or more other policies providing similar coverage; and

(3) All such other policies have a Limit of Insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable Limit of Insurance under any Coverage Form or policy providing coverage to that "insured" as a "family member".

However, Paragraphs **D.1.a.** and **D.1.b.** do not apply to "employees" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured.

2. With respect to damages resulting from an "accident" involving an "uninsured motor vehicle", we will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

3. With respect to damages resulting from an "accident" involving an "underinsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who may be legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form attached to this Coverage Part.

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 personal injury protection benefits.

E. Changes In Conditions

The Conditions are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

However, if an "insured" is:

(1) An individual Named Insured under one or more policies providing similar coverage;

(2) Not "occupying" a vehicle owned by that individual Named Insured; and

(3) Not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

However, if an "insured" is:

(a) Insured as a "family member" under one or more policies providing similar coverage;

(b) Not an individual Named Insured under this or any other policy; and

(c) Not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage to that "insured" as a "family member".

b. Any insurance we provide with respect to a vehicle:

(1) The Named Insured does not own; or

(2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured And Underinsured Motorists Coverage under this Coverage Form,

shall be excess over any other collectible uninsured motorists or underinsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form 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 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 on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the police if a hit-and-run driver or "stolen vehicle" is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

c. A person seeking coverage under this endorsement must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle", and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

a. Have been given prompt notice, in writing, of a tentative settlement between an "insured" and the insurer of an "underinsured 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:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this endorsement; and

(2) We also have a right to recover the advanced payment.

4. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

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b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means damage to a covered "auto", or to any property of an "insured" while contained in a covered "auto".

2. "Family member" means a person related to an individual Named Insured by blood, marriage, or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of an "accident";

b. For which an insuring or bonding company denies coverage or is or becomes insolvent;

c. That, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose operator or owner cannot be identified and that hits, or causes an "accident" resulting in "bodily injury" without hitting:

(1) An individual Named Insured or any "family member";

(2) A vehicle that the Named Insured or any "family member", if the Named Insured is an individual, is "occupying"; or

(3) A covered "auto";

d. For which the only available coverage is a special automobile policy, as defined by New Jersey law; or

e. That is a "stolen vehicle".

However, an "uninsured motor vehicle" does not include any vehicle:

(1) Owned by or furnished or available for the regular use of the Named Insured or any "family member", except a "stolen vehicle", if the Named Insured is an individual;

(2) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(3) Owned by any governmental unit or agency;

(4) Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation;

(5) Operated on rails or crawler treads;

(6) Designed for use mainly off public roads while not on public roads; or

(7) While located for use as a residence or premises.

5. "Underinsured motor vehicle" means the following:

a. With respect to an "insured" who:

(1) Is not the individual Named Insured under this Policy;

(2) Is an individual Named Insured under one or more other policies providing similar coverage; and

(3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the highest applicable limit of liability under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

b. With respect to an "insured" who:

(1) Is not the individual Named Insured under this Policy or any other policy;

(2) Is insured as a "family member" under one or more other policies providing similar coverage; and

(3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the highest applicable limit of liability under any Coverage Form or policy providing coverage to that "insured" as a "family member".

c. With respect to any other "insured" who is not described in Paragraph **a.** or **b.** above, "underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the Limit of Insurance for this coverage.

However, an "underinsured motor vehicle" does not include any vehicle:

(1) Owned or operated by a self-insurer under any applicable motor vehicle law;

(2) Owned by any governmental unit or agency;

(3) Operated on rails or crawler treads;

(4) Designed for use mainly off public roads while not on public roads;

(5) While located for use as a residence or premises; or

(6) Owned by or furnished or available for the regular use of the Named Insured or, if the Named Insured is an individual, any "family member".

6. "Stolen vehicle" means a vehicle that is a covered "auto" and, at the time of the "accident", the vehicle is operated by an unknown third person without the consent of the "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY SPLIT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

NEW JERSEY UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 35,000**	**Each Person**
	$ 70,000	**Each "Accident"**
"Property Damage"	**$ 25,000**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

c. If coverage for "property damage" is provided by this insurance, the most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule for each "accident".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, New Jersey, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

I. Extended Medical Expense Benefits	
Benefits	**Limit Of Insurance**
Medical Expenses	**$ 15,000 Per Person Per "Accident"**

II. Medical Expense Benefits Deductible

Unless otherwise indicated below, medical expense benefits are subject to a deductible of $250 per "accident".

[X] When indicated to the left, medical expense benefits applicable to:

A. The "named insured" and, if the "named insured" is an individual, any "family members" will be subject to a deductible of **SEE CFSIC AU 2610 01 17 - 004** per "accident" instead of the $250 deductible; and

B. An "eligible injured person" other than the "named insured" and, if the "named insured" is an individual, any "family members" shall be subject to a separate deductible of $250 per "accident".

III. Medical Expense Benefits Copayment

Medical expense benefits are subject to a copayment of 20% per "accident" for amounts payable between the applicable deductible and $5,000.

IV. Deletion Of Benefits Other Than Medical Expenses Option

[X] All Personal Injury Protection Benefits other than medical expense benefits are deleted with respect to the "named insured" and, if the "named insured" is an individual, any "family members", when indicated to the left. Refer to the Deletion Of Benefits Other Than Medical Expenses Provision.

V. Medical Expense Benefits-As-Secondary Option

[X] If the "named insured" is an individual, medical expense benefits with respect to the "named insured" and "family members" are secondary to the health benefits plans under which the "named insured" and "family members" are insured, when indicated to the left.

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VI.	Personal Injury Protection Coverage For Pedestrians	
	Coverage ONLY is provided for "private passenger automobiles".	**Premium**
		$
VII.	**Pedestrian Personal Injury Protection**	
	Coverage ONLY is provided for the following vehicles designed for use principally on public roads which are not "private passenger automobiles" and to which the liability coverage of this Coverage Form applies.	
	Description Of Vehicle	**Premium**
		$
		$
		$
		$
		$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverages

1. Personal Injury Protection

We will pay Personal Injury Protection Benefits for "bodily injury" sustained by an "eligible injured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading or unloading, of a "private passenger auto" as an auto.

These Personal Injury Protection Benefits consist of:

a. Medical Expense Benefits

An amount not exceeding $250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of $100 per week and a total limit of $5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability, not to exceed net "income" normally earned during the period in which benefits are payable.

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c. Essential Services Benefits

An amount not exceeding a limit of $12 per day and a total limit of $4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

(1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between $5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death; or

(2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between $4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding $1,000 for reasonable funeral, burial and cremation expenses incurred.

2. Extended Medical Expense Benefits

We will pay Extended Medical Expense Benefits for "bodily injury" sustained by an "insured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading and unloading, of a "highway vehicle" not owned by or furnished or available for the regular use of the "named insured" or any "family member".

Subject to the limits shown in the Schedule or Declarations, Extended Medical Expense Benefits consist of the following:

Reasonable expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

3. Pedestrian Personal Injury Protection

This coverage applies to "pedestrians" and only to "accidents" which occur during the policy period in New Jersey. With respect to an "insured motor vehicle" as described for this coverage, Pedestrian Personal Injury Protection Coverage is the only Personal Injury Protection Coverage for that vehicle.

We will pay Pedestrian Personal Injury Protection Benefits to an "eligible injured person". These Pedestrian Personal Injury Protection Benefits consist of:

a. Medical Expense Benefits

An amount not exceeding $250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of $100 per week and a total limit of $5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability; not to exceed net "income" normally earned during the period in which benefits are payable.

c. Essential Services Benefits

An amount not exceeding a limit of $12 per day and a total limit of $4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

(1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between $5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death; or

(2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between $4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding $1,000 for reasonable funeral, burial and cremation expenses incurred.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

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However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

B. Exclusions

1. Personal Injury Protection

We will not pay Personal Injury Protection Benefits for "bodily injury":

a. To a person whose conduct contributed to the "bodily injury" in any of the following ways:

(1) While committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer; or

(2) While acting with specific intent to cause injury or damage to himself or herself or others;

b. To any person who, at the time of the "accident", was the owner or registrant of a "private passenger auto" registered or principally garaged in New Jersey that was being operated without Personal Injury Protection Coverage;

c. To any person who is not occupying a covered "auto", other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey;

d. Arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;

e. Arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

f. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;

g. To any person, other than the "named insured" or any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" or "family member" under the terms of any other policy with respect to such coverage;

h. To any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" under the terms of another policy; or

i. To any person operating or occupying a "private passenger auto" without the permission of the owner or the "named insured" under the Policy insuring that "auto";

j. For the following "diagnostic tests":

(1) Brain mapping, when not done in conjunction with appropriate neurodiagnostic testing;

(2) Iridology;

(3) Mandibular tracking and simulation;

(4) Reflexology;

(5) Spinal diagnostic ultrasound;

(6) Surface electromyography (surface EMG);

(7) Surrogate arm mentoring; or

(8) Any other "diagnostic test" that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation;

k. For the following "diagnostic tests" when used to treat temporomandibular joint disorder (TMJ/D):

(1) Doppler ultrasound;

(2) Electroencephalogram (EEG);

(3) Needle electromyography (needle EMG);

(4) Sonography;

(5) Thermograms/thermographs; or

(6) Videofluoroscopy.

2. Extended Medical Expense Benefits

The exclusions that apply to Personal Injury Protection also apply to Extended Medical Expense Benefits, except Exclusion **c.,** which does not apply to Extended Medical Expense Benefits. In addition, the following exclusions are added to Extended Medical Expense Benefits:

a. We will not pay Extended Medical Expense Benefits for "bodily injury" to any person, other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey.

b. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who is entitled to benefits for the "bodily injury" under:

(1) Personal Injury Protection Coverage; or

(2) Any:

(a) Workers' compensation law; or

(b) Medicare provided under federal law.

c. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who would be entitled to benefits for the "bodily injury" under Personal Injury Protection Coverage, except for the application of a:

(1) Deductible;

(2) Copayment; or

(3) Medical fee schedule promulgated by the New Jersey Department of Banking and Insurance.

3. Pedestrian Personal Injury Protection

The exclusions that apply to Personal Injury Protection also apply to Pedestrian Personal Injury Protection, except Exclusions **b.** and **c.,** which do not apply to Pedestrian Personal Injury Protection Coverage.

C. Limit Of Insurance

1. Any amount payable by us as Personal Injury Protection benefits for "bodily injury" shall be reduced by:

a. All amounts paid, payable or required to be provided under any workers' compensation or employees' temporary disability law.

b. Medicare provided under federal law.

c. Benefits actually collected that are provided under federal law to active and retired military personnel.

2. Any amount payable by us as medical expense benefits will be limited by medical fee schedules, as promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services, or the usual, customary and reasonable fee, whichever is less.

3. Any amounts payable for medical expense benefits as the result of any one "accident" shall be:

a. Reduced by the applicable deductible indicated in the Schedule or in the Declarations; and

b. Subject to the copayment of 20% for the amount between the applicable deductible and $5,000.

4. The applicable limit of income continuation benefits applies separately to each full regular and customary work week of an "eligible injured person". If this disability from work or employment consists of or includes only a part of such a week, we shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the partial week bears to the number of days in his or her full work week.

5. If the Schedule or Declarations indicates that the "named insured" has elected the Medical Expense Benefits-As-Secondary Option, the following provisions apply to medical expense benefits:

a. Priority Of Benefits

(1) The health benefits plans under which the "named insured" and any "family member" are insured shall provide primary coverage for "allowable expenses" incurred by the "named insured" and any "family member" before any medical expense benefits are paid by us.

(2) This insurance shall provide secondary coverage for medical expense benefits for "allowable expenses", which remained uncovered.

(3) The total benefits paid by the health benefits plans and this insurance shall not exceed the total amount of "allowable expenses".

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b. Determination Of Medical Expense Benefits Payable

(1) To calculate the amount of "actual benefits" to be paid by us, we will first determine the amount of "eligible expenses" which would have been paid by us, after application of the deductible and copayment indicated in the Schedule or Declarations, had the "named insured" not elected the Medical Expense Benefits-As-Secondary Coverage Option.

(2) If the remaining "allowable expenses" are:

(a) Less than the benefits calculated in Paragraph **(1)** above, we will pay "actual benefits" equal to the remaining "allowable expenses", without reducing the remaining "allowable expenses" by the deductible or copayment.

(b) Greater than the benefits calculated in Paragraph **(1)** above, we will pay "actual benefits" equal to the benefits calculated in Paragraph **(1)** above, without reducing the remaining "allowable expenses" by the deductible or copayment.

(3) We will not reduce the "actual benefits" determined in Paragraph **2.:**

(a) By any deductibles or copayments of the health benefits plans which have provided primary coverage for medical expense benefits; or

(b) For any "allowable expense" remaining uncovered which otherwise would not be an "eligible expense" under Personal Injury Protection Coverage, except as set forth in Paragraph **(4)** below.

(4) In determining remaining uncovered "allowable expenses", we shall not consider any amount for items of expense which exceed the dollar or percent amounts recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.

(5) The total amount of medical expense benefits for the "named insured" or any "family member" per "accident" shall not exceed the maximum amount payable for medical expense benefits under this Policy.

c. Health Benefits Plan Ineligibility

(1) If, after the "named insured" has elected the Medical Expense Benefits-As-Secondary Coverage Option, it is determined that the "named insured" or any "family member" did not have a health benefits plan in effect at the time an "accident" occurred which resulted in "bodily injury" to the "named insured" or any "family member", medical expense benefits shall be provided to the "named insured" or any "family member", subject to the following:

(a) Only Paragraph **1.** of the Limit Of Insurance Provision will apply with respect to medical expense benefits.

(b) Any amount payable for medical expense benefits for the "named insured" and any "family member" as a result of any one "accident" shall:

(i) Be reduced by a deductible equal to the sum of $750 plus the applicable deductible indicated in the Schedule or in the Declarations; and

(ii) Be subject to a copayment of 20% for amounts less than $5,000 after the deductible has been applied.

(iii) Be determined:

i. By the medical fee schedules promulgated by the New Jersey Department of Insurance; or

ii. By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item of expense is not included on the medical fee schedules.

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(iv) Not exceed the maximum amount payable for medical expense benefits under this Policy.

(2) All items of medical expense incurred by the "named insured" or any "family member" for the treatment of "bodily injury" shall be "eligible expenses" to the extent the treatment or procedure from which the expenses arose:

(a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or

(b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.

(3) We shall be entitled to recover the difference between:

(a) The reduced premium paid under this Policy for the Medical Expense Benefits-As-Secondary Option; and

(b) The premium which would have been paid under this Policy had the "named insured" not elected such option.

We will not provide any premium reduction for the Medical Expense Benefits-As-Secondary Option for the remainder of the policy period.

6. The Limit Of Insurance shown in the Schedule or Declarations for weekly income continuation benefits shall be prorated for any period of "bodily injury" disability less than one week.

D. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

a. If an "eligible injured person", "insured person" or the legal representative or survivors of either institutes legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

b. The "eligible injured person", "insured person" or someone on their behalf must promptly give us written proof of claim including:

(1) Full particulars of the nature and extent of the "bodily injury"; and

(2) Such other information that will help us determine the amount due and payable.

c. The "eligible injured person" or "insured person" must submit to physical examination by physicians when and as often as we reasonably require and a copy of the medical report will be forwarded to such "eligible injured person" or "insured person" if requested.

d. In the event of "accident", claim, "suit" or "loss", if the notice, proof of claim or other reasonably obtainable information regarding the accident is received by us more than 30 days after the accident, we may impose an additional medical expense benefits copayment in accordance with New Jersey law or regulation. This copayment shall be in addition to:

(1) Any medical expense benefits deductible or copayment; or

(2) Any penalty imposed in accordance with our **Decision Point Review Plan.**

2. The **Policy Period, Coverage Territory** Condition for **Personal Injury Protection** and **Extended Medical Expense Benefits** is replaced by the following:

This Coverage Part applies only to "accidents" which occur during the policy period:

a. Anywhere in the world.

b. For pedestrian Personal Injury Protection Coverage, the coverage territory is New Jersey.

3. For Extended Medical Expense Benefits, the **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

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4. The following **Reimbursement And Trust** Condition is added:

   Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, if we make any payment to any "eligible injured person" or "insured person" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.

5. The following **Payment Of Personal Injury Protection Benefits** Conditions are added:

   a. Medical expense benefits and essential services benefits may be paid at our option to the "eligible injured person", "insured person" or the person or organization furnishing the products or services for which such benefits are due. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of service benefits agrees to be subject to the requirements of our **Decision Point Review Plan.** In the event of the death of an "eligible injured person" or "insured person" any amounts payable, but unpaid prior to death, for medical expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

   b. Benefits payable under Paragraph **A.1.d.(1)** of the description of death benefits are payable to the "eligible injured person's" surviving spouse, or if there is no surviving spouse, to his or her surviving children, or if there is not a surviving spouse or any surviving children, to the "eligible injured person's" estate.

   c. Benefits payable under Paragraph **A.1.d.(2)** of the description of death benefits are payable to the person who has incurred the expense of providing essential services.

   d. Funeral expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

6. The following **Deletion Of Benefits Other Than Medical Expenses Option** Condition is added:

   When the Schedule or the Declarations indicates that the Deletion Of Benefits Other Than Medical Expenses Option applies, we will pay Personal Injury Protection Benefits consisting only of medical expense benefits for the "named insured" and "family members".

7. The following **Employee Benefits Reimbursement** Condition is added:

   If the "eligible injured person" or "insured person" fails to apply for workers' compensation benefits or employees' temporary disability benefits for which that person is eligible, we may immediately apply to the provider of these benefits for reimbursement of any Personal Injury Protection Benefits that we have paid.

8. The following **Proof Of Health Benefits Plan Coverage** Condition is added:

   If the "named insured" has elected the Medical Expense Benefits-As-Secondary Option, the "named insured" shall provide proof that the "named insured" and "family members" are insured by health insurance coverage or benefits in a manner and to an extent approved by the New Jersey Department of Banking and Insurance.

9. The following **Special Requirements For Medical Expenses** Conditions are added:

   a. Care Paths For "Identified Injuries" (Medical Protocols)

      (1) The New Jersey Department of Banking and Insurance has established by regulation the standard courses of medically necessary diagnosis and treatment for "identified injuries". These courses of diagnosis and treatments are known as care paths.

      The care paths do not apply to treatment administered during "emergency care".

      (2) Upon notification to us of a "bodily injury" covered under this Policy, we will advise the "insured" of the care path requirements established by the New Jersey Department of Banking and Insurance.

(3) Where the care paths indicate a decision point, further treatment or the administration of a diagnostic test is subject to our **Decision Point Review Plan.**

A decision point means the juncture in treatment where a determination must be made about the continuation or choice of further treatment of an "identified injury".

b. Coverage For "Diagnostic Tests"

(1) In addition to the care path requirements for an "identified injury", the administration of any of the following "diagnostic tests" is also subject to the requirements of our **Decision Point Review Plan:**

(a) Brain audio evoked potential (BAEP);

(b) Brain evoked potential (BEP);

(c) Computer assisted tomographic studies (CT, CAT Scan);

(d) Dynatron/cyber station/cybex;

(e) H-reflex Study;

(f) Magnetic resonance imaging (MRI);

(g) Nerve conduction velocity (NCV);

(h) Somasensory evoked potential (SSEP);

(i) Sonogram/ultrasound;

(j) Visual evoked potential (VEP);

(k) Any of the following "diagnostic tests" when not otherwise excluded under Exclusion **j.:**

(i) Brain mapping;

(ii) Doppler ultrasound;

(iii) Electroencephalogram (EEG);

(iv) Needle electromyography (needle EMG);

(v) Sonography;

(vi) Thermography/thermograms;

(vii) Videofluoroscopy; or

(l) Any other "diagnostic test" that is subject to the requirements of our **Decision Point Review Plan** by New Jersey law or regulation.

(2) The "diagnostic tests" listed under Paragraph **(1)** must be administered in accordance with New Jersey Department of Banking and Insurance regulations, which set forth the requirements for the use of "diagnostic tests" in evaluating injuries sustained in "auto" "accidents".

However, those requirements do not apply to "diagnostic tests" administered during "emergency care".

(3) We will pay for other "diagnostic tests" that are:

(a) Not subject to our **Decision Point Review Plan;** and

(b) Not specifically excluded under Exclusion **j.;** only if administered in accordance with the criteria for medical expenses as provided in this endorsement.

c. Decision Point Review Plan

(1) Coverage for certain medical expenses under this endorsement is subject to our **Decision Point Review Plan,** which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. We will provide a copy of this plan upon request, or in the event of any claim for medical expenses under this coverage.

(2) Our **Decision Point Review Plan** includes the following minimum requirements as prescribed by New Jersey law or regulation:

(a) The requirements of the **Decision Point Review Plan** only apply after the tenth day following the "accident".

(b) We must be provided prior notice as indicated in our plan, with appropriate "clinically supported" findings, that additional treatment for an "identified injury", the administration of a "diagnostic test" listed under Paragraph **(1)** or the use of durable medical equipment is required.

The notice and "clinically supported" findings may include a comprehensive treatment plan for additional treatment.

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(3) Once we receive such notice with the appropriate "clinically supported" findings, we will, in accordance with our plan:

(a) Promptly review the notice and supporting materials; and

(b) If required as part of our review, request any additional medical records or schedule a physical examination.

(4) We will then determine and notify the "eligible injured person" or the "insured person" whether we will provide coverage for the additional treatment, "diagnostic test" or use of durable medical equipment as indicated in our plan and within the applicable three business day requirements specified in New Jersey Department of Banking and Insurance regulations.

Any determination we make will be based on the determination of a physician. If the physician prepares a written report concerning the examination we have required, such report will be made available to the "eligible injured person" upon request.

(5) Any physical examination of an "eligible injured person" or "insured person" scheduled by us will be conducted in accordance with our plan.

(6) We may deny reimbursement of further treatment, testing or use of durable medical equipment for repeated unexcused failure of an "eligible injured person" or "insured person" to appear for a physical scheduled examination required by us in accordance with our plan.

(7) A penalty will be imposed in accordance with our plan if:

(a) We do not receive proper notice and "clinically supported" findings; or

(b) Any "eligible injured person" or "insured person" fails to use a network in accordance with N.J.A.C. 11:3-4.8.

(c) We do not receive proper notice for treatment, "diagnostic tests" or durable medical equipment in accordance with the requirements of our **Decision Point Review Plan.**

However, no penalty will be imposed where the proper notice or findings were received by us and we thereafter failed to act in accordance with our plan to request further information, modify or deny reimbursement of further treatment, "diagnostic tests" or the use of durable medical equipment with respect to that notice or those findings.

d. Dispute Resolution

If we and any person seeking Personal Injury Protection Coverage do not agree as to the recovery of Personal Injury Protection Coverage under this endorsement, then the matter may be submitted to dispute resolution, on the initiative of any party to the dispute, in accordance with N.J.A.C. 11:3-5.6.

However, prior to submitting such matter to dispute resolution, providers who are assigned service benefits by an "eligible injured person" or "insured person", or have a power of attorney from such person, shall be subject to our internal appeals process in accordance with New Jersey law or regulation. Any request for dispute resolution may include a request for review by a medical review organization.

10. The following condition is added for **Personal Injury Protection** and **Pedestrian Personal Injury Protection:**

Coordination And Nonduplication

a. Regardless of the number of "autos" insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act or the number of insurers or policies providing such coverage, there shall be no duplication of payment of basic Personal Injury Protection Benefits and the aggregate maximum amount payable under this and all applicable policies with respect to "bodily injury" to any one person as the result of any one "accident" shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

b. If an "eligible injured person" under this coverage is also an "eligible injured person" under other complying policies, the insurer paying benefits to such person shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid. The pro rata share is the proportion that the insurer's liability bears to the total of all applicable limits. Complying Policy means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic Personal Injury Protection Coverage as approved by the Commissioner of Insurance.

11. The following condition is added for **Personal Injury Protection** and **Extended Medical Expense Benefits:**

Medical Payments Deletion

In consideration of the coverage provided for Personal Injury Protection and Extended Medical Expense Benefits in Paragraphs **A.1.** and **A.2.** of this endorsement, and the adjustment of applicable rates because of "bodily injury" to an "eligible injured person", any auto medical payments coverage provided under the Coverage Part is deleted with respect to an "auto" which is a covered "auto".

E. Definitions

The **Definitions** section is amended as follows:

1. The definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily harm, sickness or disease, including an "identified injury" or death that results.

2. The following definitions are added for **Personal Injury Protection, Extended Medical Expense Benefits** and **Pedestrian Personal Injury Protection:**

a. "Actual benefits" means those benefits determined to be payable for "allowable expenses".

b. "Allowable expense" means a medically necessary, reasonable and customary item of expense covered as benefits by the "named insured's" or "family member's" health benefits plan or Personal Injury Protection Benefits as an "eligible expense", at least in part. When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an "allowable expense" and a paid benefit.

c. "Clinically supported" means that a "health care provider", prior to selecting, performing or ordering the administration of a treatment or "diagnostic test", has:

(1) Physically examined the "eligible injured person" or "insured person" to ensure that the proper medical indications exist to justify ordering the treatment or test;

(2) Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;

(3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and

(4) Recorded and documented these observations, positive and negative findings and conclusions on the "insured's" medical records.

d. "Diagnostic test(s)" means a medical service or procedure utilizing any means other than bioanalysis, intended to assist in establishing a:

(1) Medical;

(2) Dental;

(3) Physical therapy;

(4) Chiropractic; or

(5) Psychological diagnosis;

for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.

e. "Eligible expense" means:

(1) In the case of health benefits plans, that portion of the medical expenses incurred for the treatment of "bodily injury" which is covered under the terms and conditions of the plan, without application of the deductible(s) and copayment(s), if any.

(2) In the case of Personal Injury Protection Benefits, that portion of the medical expenses incurred for the treatment of "bodily injury" which, without considering any deductible and copayment, shall not exceed:

(a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or

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(b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.

f. "Emergency care" means all treatment of a "bodily injury" which manifests itself by acute symptoms of sufficient severity such that absence of immediate attention could reasonably be expected to result in death, serious impairment to bodily functions or serious dysfunction to a bodily organ or part. Such emergency care shall include all medically necessary care immediately following an "accident", including but not limited to, immediate prehospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. Emergency care extends during the period of initial hospitalization until the patient is discharged from acute care by the attending physician. Emergency care shall be presumed when medical care is initiated at a hospital within 120 hours of the "accident".

g. "Family member" means a person related to the "named insured" by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the "named insured".

h. "Health care provider" means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:

(1) Hospital or health care facilities that are maintained by a state or any of its political subdivisions or licensed by the Department of Health and Senior Services;

(2) Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;

(3) A nonprofit voluntary visiting nurse organization providing health care services other than in a hospital;

(4) Hospitals or other health care facilities or treatment centers located in other states or nations;

(5) Physicians licensed to practice medicine and surgery;

(6) Licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (podiatrists), psychologists, physical therapists, health maintenance organizations, orthotists and prosthetists, professional nurses, occupational therapists, speech language pathologists, audiologists, physician assistants, physical therapy assistants and occupational therapy assistants;

(7) Registered bioanalytical laboratories;

(8) Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or

(9) Providers of other health care services or supplies including durable medical goods.

i. "Identified injury" means the following "bodily injuries" for which the New Jersey Department of Banking and Insurance has established standard courses of medically necessary diagnosis and treatment:

(1) Cervical Spine: Soft Tissue Injury;

(2) Cervical Spine: Herniated Disc/Radiculopathy;

(3) Thoracic Spine: Soft Tissue Injury;

(4) Thoracic Spine: Herniated Disc/ Radiculopathy;

(5) Lumbar-Sacral Spine: Soft Tissue Injury;

(6) Lumbar-Sacral Spine: Herniated Disc/Radiculopathy; and

(7) Any other "bodily injury" for which the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.

j. "Income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment.

k. "Income producer" means a person who, at the time of the "accident", was in an occupational status, earning or producing income.

l. "Named insured" means the person or organization named in Item **1** of the Declarations and, if an individual, includes his or her spouse if the spouse is a resident of the household of the "named insured", except that if the spouse ceases to be a resident of the same household, the spouse shall be a "named insured" for the full term of the Policy in effect at the time of cessation of residency. If the covered "auto" is owned by a farm family copartnership or corporation, the term "named insured" also includes the head of the household of each family designated in the Policy as having a working interest in the farm.

m. "Occupying" means in, upon, getting in, on, out or off.

n. "Pedestrian" means any person who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.

o. "Private passenger auto" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:

(1) A private passenger or station wagon type auto;

(2) A van, a pickup or panel truck or delivery sedan; or

(3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes.

A "private passenger auto" does not include:

(a) A motorcycle;

(b) An auto used as a public or livery conveyance for passengers including, but not limited to, any period of time an auto is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto.

This Paragraph **(b)** does not apply to an auto being used during any period of time a person is logged into a "transportation network platform" as a driver, a "transportation network company rider" is not "occupying" the auto and that driver has not accepted a request through the "transportation network platform" to transport a passenger.

(c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an "insured" other than farming or ranching; or

(d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

p. "Transportation network company rider" means a passenger who uses a "transportation network platform" to connect with a driver for the purpose of receiving prearranged transportation services.

q. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

3. The following definition is added to the **Definitions** section for **Personal Injury Protection:**

"Eligible injured person" means:

a. The "named insured" and, if the "named insured" is an individual, any "family member", if the "named insured" or the "family member" sustains "bodily injury":

(1) As a result of any "accident" while occupying, using, entering into or alighting from a "private passenger auto"; or

(2) While a "pedestrian", caused by a "private passenger auto" or by an object propelled by or from a "private passenger auto".

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b. Any other person who sustains "bodily injury":

(1) While, with your permission, that person is occupying, using, entering into or alighting from the covered "auto"; or

(2) While a "pedestrian", caused by the covered "auto" or as a result of being struck by an object propelled by or from the covered "auto".

4. The following is added to the **Definitions** section for **Extended Medical Expense Benefits:**

a. "Highway vehicle" means a land motor vehicle or trailer other than:

(1) A "private passenger auto";

(2) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads;

(3) A vehicle operated on rails or crawler treads; or

(4) A vehicle while located for use as a residence or premises.

b. "Insured person" means:

(1) The "named insured" and, if the "named insured" is an individual, any "family member" of the "named insured", if the "named insured" or "family member" sustains "bodily injury":

(a) While occupying, using, entering into or alighting from a "highway vehicle"; or

(b) While a "pedestrian", caused by a "highway vehicle".

(2) Any other person who sustains "bodily injury" while occupying a "highway vehicle" (other than a motorcycle or a vehicle while being used as a public or livery conveyance including, but not limited to, any period of time a vehicle is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle) if such "highway vehicle" is being operated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using such "highway vehicle" with the permission of the "named insured"; or

(3) Any other person who sustains "bodily injury" occupying a covered "auto" if the covered "auto" is being operated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using the covered "auto" with the permission of the "named insured".

5. The following is added to the **Definitions** section for **Pedestrian Personal Injury Protection:**

a. "Eligible injured person" means:

A person who sustains "bodily injury" while a "pedestrian", caused by an "insured motor vehicle" or as a result of being struck by an object propelled by or from the "insured motor vehicle".

b. "Insured motor vehicle" means a self-propelled motor vehicle designed for use principally on public roads, which is not a "private passenger auto" and to which the liability coverage of this Coverage Form applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT – NEW YORK

We, the Company, agree with you, as the named insured, in return for the payment of the premium for this coverage to provide you with Uninsured Motorists (UM) Coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

1. **Damages for Bodily Injury Caused by Uninsured Motor Vehicles.** We will pay all sums which the insured, as defined herein, or the insured's legal representative, shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, and caused by accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this UM endorsement; provided, for the purposes of this coverage, determination as to whether the insured or the insured's representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or the insured's representative and us or, if they fail to agree, by arbitration.
2. **Definitions.** For purposes of this UM endorsement, the following terms shall have the following meanings:
   (a) Insured. The unqualified term "insured" means:
      (1) You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
      (2) Any other person while occupying:
         (i) A motor vehicle owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or
         (ii) Any other motor vehicle while being operated by the named insured or such spouse, except a person occupying a motor vehicle not registered in the State of New York, while used as a public or livery conveyance; and
      (3) Any person, with respect to damages such person is entitled to recover because of bodily injury to which this coverage applies sustained by an insured under sub-paragraphs (1) or (2) above.
   (b) Uninsured Motor Vehicle. The term "uninsured motor vehicle" means a motor vehicle that through its ownership, maintenance or use, results in bodily injury to an insured, and for which:
      (1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
      (2) Neither the owner nor driver can be identified, including a hit-and-run vehicle, and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
         (i) The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with us a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
         (ii) At our request, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident, or

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(3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:

(i) The amount of such insurance coverage or bond is less than the UM limits of this policy; or

(ii) The insurer writing such insurance coverage or bond denies coverage.

(4) The term "uninsured motor vehicle" does not include a motor vehicle that is:

(i) Insured under the liability coverage of this policy; or

(ii) Owned by you, as the named insured and, while residents of the same household, your spouse and relatives of either you or your spouse; or

(iii) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the UM limits of this policy; or

(iv) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or

(v) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or

(vi) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

(c) Hit-and-Run Motor Vehicle. The term "hit-and-run motor vehicle" means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such motor vehicle with the insured or with a motor vehicle which the insured is occupying at the time of the accident, provided:

(1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run motor vehicle";

(2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(3) at our request, the insured or his legal representative makes available for inspection the motor vehicle which the insured was occupying at the time of the accident.

(d) Bodily Injury. The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

(e) Occupying. The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.

(f) State. The term "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

(g) As used in this endorsement, the terms digital network, transportation network company driver, transportation network company, and transportation network company prearranged trip shall have the meanings set forth in section 1691 of the Vehicle and Traffic Law.

3. Territory. The coverage provided by this UM endorsement applies only to accidents which occur within the State of New York.

Exclusions

This UM coverage does not apply:

1. To bodily injury to an insured while operating a motor vehicle in violation of an order of suspension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained.

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2. To bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, the insured's legal representatives or any person entitled to payment under this UM coverage shall, without our written consent, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor, but this provision shall be subject to Condition 8 of this UM endorsement.
3. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for at least the minimum bodily injury liability limits and UM limits required by law by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
4. So as to inure directly or indirectly to the benefit of any workers' compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers' compensation or disability benefits law or any similar law.
5. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.
6. To bodily injury to an insured incurred while the motor vehicle is used by a transportation network company driver who is logged onto a transportation network company's digital network but is not engaged in a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip pursuant to article 44-B of the Vehicle and Traffic Law.

CONDITIONS

1. **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this UM coverage except "Duties After an Accident or Loss"; "Fraud", and "Termination" if applicable.
2. **Premium.** If during the policy period the number of motor vehicles owned by the named insured or spouse and registered in New York or the number of New York dealer's license plates or transporter plates issued to the named insured changes, the named insured shall notify us during the policy period of any change and the premium shall be adjusted as of the date of such change in accordance with the manuals in use by us. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to us; if less, we shall return to the named insured the unearned portion paid by such insured.
3. **Notice and Proof of Claim.** Within 90 days or as soon as practicable, the insured or other person making claim shall give us written notice of claim under this UM endorsement.

   As soon as practicable after our written request, the insured or other person making any claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the UM amount payable hereunder.

   The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person named by us and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.
4. **Medical Reports.** The injured person shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative, or in the event of the insured's death, the insured's legal representative or the person or persons entitled to sue therefor, shall upon our request authorize us, when and as often as we may reasonably require, to obtain relevant medical reports and copies of records.
5. **Notice of Legal Action.** If the insured or such insured's legal representative brings any lawsuit against any persons or organizations legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.

6. **UM Limit of Liability.** The UM limit payable under this UM endorsement shall be:

   (a) The limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is $25,000 per person and, subject to this per person limit, the total limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons, as the result of any one accident is $50,000.

   (b) If the bodily injury results in death, the limit of our liability shall be $50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this limit for each person, $100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

   (c) Any amount payable under the terms of this UM endorsement, including amounts payable for care or loss of services, because of bodily injury sustained by one person, shall be reduced by;

      (1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured motor vehicle and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, and

      (2) all sums paid to one or more insureds on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this UM endorsement.

7. **Other Insurance.** With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, the coverage under this UM endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such motor vehicle as primary insurance, and this UM endorsement shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

   Except as provided in the foregoing paragraph, if there is other similar insurance available to the insured and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this coverage and such other insurance, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this UM endorsement and such other insurance.

8. **Release or Advance.** In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

   We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this UM coverage. Any excess above those amounts shall be paid to the insured.

   An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

9. **Non-Duplication.** This UM coverage shall not duplicate any of the following:

   (a) Benefits payable under workers' compensation or other similar laws;

   (b) Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;

   (c) Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;

   (d) Any valid or collectible motor vehicle medical payments insurance; or

   (e) Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury insurance policies or bonds.

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10. **Arbitration.** If any insured makes a claim under this UM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or we do not agree as to the amount of payment that may be owing under this UM coverage, then, upon written demand of either the insured or us, or at the option and written demand of such insured if the accident occurred while the motor vehicle is used by a transportation network driver who is logged onto a transportation network company's digital network but is not engaged in a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the _American Arbitration Association_____ ___(*insert name of designated organization*), pursuant to procedures approved by the Superintendent of Financial Services for this purpose. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such insured and we each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this UM endorsement.

11. **Subrogation.** If we make a payment under this UM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 8, such person shall do nothing to prejudice this right.
12. **Payment of Loss by Company.** We shall pay any amount due under this UM endorsement to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
13. **Action Against Company.** No lawsuit shall lie against us unless, as a condition precedent thereto, the insured or the insured's legal representative has first fully complied with all the terms of this UM endorsement.
14. **Assignment.** Assignment of interest under this UM endorsement shall not bind us until our consent is endorsed hereon.
15. **Survivor Rights.** If you or your spouse, if a resident of the same household, dies, this UM coverage shall cover:
    (a) The survivor as named insured;
    (b) The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
    (c) Any relative who was an insured at the time of such death.
16. **Policy Period – Termination.** This UM coverage applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all motor vehicles owned by the named insured or spouse.

This UM endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the named insured, as follows:

Section I

Mandatory Personal Injury Protection

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period and within the United States of America, its territories or possessions, or Canada.

First-party Benefits

First-party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

(a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;

(b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits, or disability benefits under article 9 of the New York Workers' Compensation Law;

(c) The amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first-party benefits otherwise payable to the named insured and any relative as a result of that accident.

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed $50,000, except that any death benefit hereunder shall be in addition thereto.

Medical Expense

Medical expense shall consist of necessary expenses for:

(a) Medical, hospital (including services rendered in compliance with article 41 of the Public Health Law, whether or not such services are rendered directly by a hospital), surgical, nursing, dental, ambulance, X-ray, prescription drug and prosthetic services;

(b) Psychiatric, physical and occupational therapy and rehabilitation;

(c) Any nonmedical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and

(d) Any other professional health services.

These medical expenses will not be subject to a time limitation, provided that, within one year after the date of the accident, it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of section 5108 of the New York Insurance Law.

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Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of $2,000 per month for a maximum period of three years from the date of the accident:

(a) Loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the use or operation of a motor vehicle or a motorcycle, shall not be entitled to receive first-party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and

(b) Reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to $25 per day for a period of one year from the date of the accident causing injury.

Death Benefit

Upon the death of any eligible injured person, caused by an accident to which this coverage applies, the Company will pay to the estate of such person a death benefit of $2,000.

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

(a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle;

(b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle, while not occupying a motorcycle;

(c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle; or

(d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

Exclusions

This coverage does not apply to personal injury sustained by:

(a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;

(d) Any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;

(e) Any person while occupying a motorcycle;

(f) Any person who intentionally causes his or her own personal injury;

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(g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable; or

(h) Any person while:

(i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;

(ii) Operating a motor vehicle in a race or speed test;

(iii) Operating or occupying a motor vehicle known to that person to be stolen; or

(iv) Repairing, servicing or otherwise maintaining a motor vehicle if the conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

(i) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;

(j) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;

(k) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State, if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

(l) Any person who is injured while, pursuant to article 44-B of the Vehicle and Traffic Law, the insured motor vehicle is being used or operated by a transportation network company driver.

Other Definitions

When used in reference to this coverage:

(a) The "insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;

(b) "Motorcycle" means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law and which is required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law;

(c) "Motor vehicle" means a motor vehicle, as defined in section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law, or a motorcycle as defined above;

(d) "Named insured" means the person or organization named in the Declarations;

(e) "Occupying" means in or upon or entering into or alighting from;

(f) "Personal injury" means bodily injury, sickness or disease;

(g) "Relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and

(h) "Use or operation" of a motor vehicle or a motorcycle includes the loading or unloading of such vehicle.

Conditions

Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

Notice. In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable, but in no event more than 30 days after the date of the accident, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. If an eligible injured person or that person's legal representative institutes a proceeding to recover damages for personal injury under section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or that person's legal representative.

Proof of Claim; Medical, Work Loss, and Other Necessary Expenses. In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable but, in no event, later than 90 days after the work loss is incurred or the other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

(a) Execute a written proof of claim under oath;

(b) As may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;

(c) Provide authorization that will enable the Company to obtain medical records; and

(d) Provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.

Arbitration. In the event any person making a claim for first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Financial Services.

Reimbursement and Trust Agreement. To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

(a) Hold in trust, for the Company, all rights of recovery which that person shall have for personal injury under section 5104(b) of the New York Insurance Law;

(b) Do whatever is proper to secure, and shall do nothing to prejudice, such rights; and

(c) Execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under section 5104(b) of the New York Insurance Law, except:

(a) With the written consent of the Company;

(b) With approval of the court; or

(c) Where the amount of the settlement exceeds $50,000.

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Other Coverage. Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article 6, 8 or 44-B of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.

If the eligible injured person is entitled to benefits under any such mandatory first-party motor vehicle or no-fault motor vehicle insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault motor vehicle insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the $50,000, or $75,000 if Optional Basic Economic Loss (OBEL) coverage is purchased, limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

Section II

Excess Coverage

If motor vehicle medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any Mandatory PIP, OBEL or Additional PIP benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle No-Fault insurance policy.

Section III

Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Financial Services, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such act or any amendment is deemed to be invalid or unenforceable in whole or in part.

NORTH CAROLINA UNINSURED/UNDERINSURED MOTORISTS COVERAGE NOTICE

Applicant/Named Insured:	RVSHARE, LLC; RVShare Protection Products, LLC
Company:	Crum & Forster Specialty Insurance Company
Policy Number:	CPA-110858
Policy Effective Date:	03/21/2026

The laws of the State of North Carolina require that we provide you with notice containing the following information:

You are required to purchase Uninsured Motorist Bodily Injury Coverage, Uninsured Motorist Property Damage Coverage and Underinsured Motorist Bodily Injury Coverage. This insurance protects you and your family against injuries and property damage caused by the negligence of other drivers who may have limited or only minimum coverage or even no liability insurance. You may purchase Uninsured Motorist Bodily Injury Coverage and Underinsured Motorist Coverage with limits up to one million dollars ($1,000,000) per person and one million dollars ($1,000,000) per accident or at such lesser limits you choose. You cannot purchase coverage for less than the minimum limits for the bodily injury and property damage coverage that are required for your own vehicle. If you do not choose a greater or lesser limit for Uninsured Motorist Bodily Injury Coverage, a lesser limit for Uninsured Motorist Property Damage Coverage, and/or a greater or lesser limit for Underinsured Motorist Bodily Injury Coverage, then the limits for the Uninsured Motorist Bodily Injury Coverage and the Underinsured Motorist Bodily Injury Coverage will be the same as the highest limits for bodily injury liability coverage for any one of your own vehicles insured under the Policy and the limits for the Uninsured Motorist Property Damage Coverage will be the same as the highest limits for Property Damage Liability Coverage for any one of your own vehicles insured under the Policy. If you wish to purchase Uninsured Motorist and Underinsured Motorist Coverage at different limits than the limits for your own vehicle insured under the Policy, then you should contact your insurance company or agent to discuss your options for obtaining different coverage limits. You should also read your entire policy to understand what is covered under Uninsured and Underinsured Motorist Coverages.

The purpose of this notice is informational. This notice does not change or replace the wording in your policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or garaged in, or "auto dealer operations" conducted in, North Carolina, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 100,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:

[X] If an "X" is entered in this box, Paragraph **b.** of the definition of "uninsured motor vehicle" does not apply.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of:

a. An "uninsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident"; and

b. An "uninsured motor vehicle", as defined in Paragraphs **a.** and **c.** of the definition of "uninsured motor vehicle", because of "property damage" caused by an "accident".

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:

a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

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

(1) Have been given prompt written notice of such tentative settlement; and

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(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without sending us a copy of the summons, complaint or other process against an uninsured motorist is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to:

1. Any claim settled by the "insured" or any legal representative of the "insured" without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. An "auto" or property contained in the "auto" other than a covered "auto".

5. The first $100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".

6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

7. Punitive or exemplary damages.

8. "Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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 workers' compensation, disability benefits or similar law exclusive of nonoccupational disability benefits.

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E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle:

   (1) The Named Insured does not own; or

   (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

   shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form 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 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 on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved.

   b. Promptly send us copies of the legal papers if a "suit" is brought. A "suit" may not be brought against anyone legally responsible for the use of any "auto" involved in the "accident" until 60 days after an "insured" notifies us or our agent of his or her belief that the prospective defendant is an uninsured motorist.

   c. Any person who intends to pursue recovery against the owner or operator of an "uninsured motor vehicle", as described in Paragraph **b.** of the definition of "uninsured motor vehicle", for damages beyond those paid or payable under this policy shall give us:

   (1) Notice of such intent; and

   (2) The opportunity to participate, at our expense, in the prosecution of such claim.

   d. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed as follows:

   a. If we make any payment on the Named Insured's behalf, we are entitled to recover what we paid from other parties. The Named Insured must transfer rights of recovery against others to us. The Named Insured must do everything necessary to secure these rights and do nothing to jeopardize them.

However, our rights under this paragraph do not apply with respect to vehicles described in Paragraphs **F.4.a., c.** and **d.** of the definition of "uninsured motor vehicle". For these vehicles, if we make any payment and the Named Insured recovers from another party, that Named Insured must hold the proceeds in trust for us and pay us back the amounts we have paid.

b. Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

(2) 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:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motor Vehicle Coverage; and

(2) We also have a right to recover the advanced payment.

4. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. The "insured" may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. If the "insured" elects not to arbitrate, our liability will be determined only in an action against us. In any action against us, except an action to determine whether a vehicle is an "uninsured motor vehicle", we may require the "insured" to join the owner or driver of the vehicle as a party defendant.

If the "insured" elects arbitration to determine the amount of "property damage", then the Appraisal For Property Damage Condition does not apply.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury to or destruction of the property of an "insured".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which neither a bond or policy nor cash or securities on file with the North Carolina Commissioner of Motor Vehicles provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act.

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies at the time of an "accident" provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act, but their limits are either:

(1) Less than the limits of underinsured motorists coverage applicable to a covered "auto" that the Named Insured owns involved in the "accident";

(2) Less than the limits of this coverage, if a covered "auto" that the Named Insured owns is not involved in the "accident"; or

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(3) Reduced by payments to others injured in the "accident" to an amount which is less than the Limit of Insurance for this coverage.

However, an underinsured motor vehicle does not include a "covered auto" unless the limit of Uninsured Motorists Coverage shown in the Declarations or Schedule is greater than the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations of this policy.

c. For which the insuring or bonding company denies coverage or is or becomes insolvent.

d. That is a hit-and-run vehicle causing "bodily injury" to an "insured" and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by:

(1) The United States of America;

(2) Canada;

(3) A state; or

(4) An agency, except vehicles owned by political subdivisions of **(1), (2)** or **(3)** above.

c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT UNINSURED MOTORISTS COVERAGE LIMITS (NORTH CAROLINA)

This endorsement modifies insurance provided under the following:

NORTH CAROLINA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

SCHEDULE

"Bodily Injury"	**$ 50,000**	Each Person
	$ 100,000	Each "Accident"
"Property Damage"	**$ 50,000**	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **1.** of LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

c. If coverage for "property damage" is provided by this insurance, the most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule for each "accident".

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NORTH DAKOTA
UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
   a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
   b. Had a reasonable opportunity to protect our interest in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our written consent, if the settlement or judgment prejudices our right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto".
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:

   a. War, including undeclared or civil war;

   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, underinsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

   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 workers' compensation or similar law, except nonoccupational disability benefits.

E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   a. If this Coverage Form and any other Coverage Form or policy providing Uninsured Motorists Coverage apply to the same "accident" and:

      (1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy, which applies to the motor vehicle, was in force which provided Uninsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, renting or parking motor vehicles, the following priorities of recovery apply:

First Priority	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident" that provides coverage to the injured person as a Named Insured;
Second Priority	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident" that provides coverage to the injured person as an "insured" other than a Named Insured;
Third Priority	The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident".

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(2) The motor vehicle is not described in Paragraph **E.1.a.(1)** above, the following priorities of recovery apply:

First Priority	The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";
Second Priority	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident" that provides coverage to the injured person as a Named Insured;
Third Priority	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident" that provides coverage to the injured person as an "insured" other than a Named Insured.

b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the proper law enforcement authorities of the "accident"; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any right of recovery against either the insured of the insolvent insurer, or the North Dakota Guaranty Fund, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

4. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of an "accident";

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency;

c. While located for use as a residence or premises;

d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or

e. That is a covered "auto" under this Coverage Form's Covered Autos Liability Coverage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA
UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:

a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" which would exhaust the limits of liability under any applicable bonds or policies, and we:

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:

a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and

b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

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b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. Punitive or exemplary damages.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto".

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, uninsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

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 workers' compensation or similar law, except nonoccupational disability benefits.

E. Changes In Conditions

The **Conditions** are changed for Underinsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

a. If this Coverage Form and any other Coverage Form or policy providing Underinsured Motorists Coverage apply to the same "accident" and:

(1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy, which applies to the motor vehicle, was in force which provided Underinsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, renting or parking motor vehicles, the following priorities of recovery apply:

First Priority	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident" that provides coverage to the injured person as a Named Insured;
Second Priority	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident" that provides coverage to the injured person as an "insured" other than a Named Insured;
Third Priority	The Underinsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident".

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(2) The motor vehicle is not described in Paragraph **E.1.a.(1)** above, the following priorities of recovery apply:

First Priority	The Underinsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";
Second Priority	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident" that provides coverage to the injured person as a Named Insured;
Third Priority	The Underinsured Motorists Coverage applicable to a vehicle that is not involved in the "accident" that provides coverage to the injured person as an "insured" other than a Named Insured.

b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the proper law enforcement authorities of the "accident"; and

b. Promptly send us copies of the legal papers if a suit is brought;

c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

b. Our rights do not apply under this provision if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of the "underinsured motor vehicle"; and

(2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(2) We also have a right to recover advanced payment from the insurer, owner or operator of the "underinsured motor vehicle".

4. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies that apply at the time of an "accident" is either:

a. Less than the Limit of Insurance for Underinsured Motorists Coverage under this Coverage Form or policy, or

b. Reduced by payments to others injured in the "accident" to less than the Limit of Insurance for Underinsured Motorists Coverage under this Coverage Form or policy.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned by a governmental unit or agency;

b. For which an insuring or bonding company denies coverage or is or becomes insolvent;

c. While located for use as a residence or premises;

d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or

e. That is a covered "auto" under this Coverage Form's Covered Autos Liability Coverage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (NORTH DAKOTA)

This endorsement modifies insurance provided under the following:

NORTH DAKOTA UNINSURED MOTORISTS COVERAGE
NORTH DAKOTA UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We agree with the "Named Insured", subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the North Dakota Auto Accident Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the operation, maintenance or use of an "auto" as a vehicle. These personal injury protection benefits consist of the following:

1. Funeral expenses. Reasonable expenses incurred for a professional funeral, cremation and burial;

2. Medical expenses. Usual and customary charges incurred for reasonable and necessary medical, surgical, diagnostic, x-ray, dental, prosthetic, ambulance, hospital or professional nursing services or services for remedial treatment and care, but usual and customary charges do not include:

a. The portion of the charge for a room in any hospital, clinic, convalescent or nursing home, extended care facility or any similar facility in excess of the reasonable and customary charge for semiprivate accommodations unless intensive care is medically needed;

b. Charges for drugs sold without a prescription;

c. Charges for experimental treatments; or

d. Charges for medically unproven treatments;

3. Rehabilitation expenses. The cost of a procedure or treatment for rehabilitation or a course of rehabilitative occupational training if the procedure, treatment or training is reasonable and appropriate for the particular case, its cost is reasonable in relation to its probable rehabilitative effects, and it is likely to contribute substantially to medical or occupational rehabilitation;

4. Replacement services loss. Expenses incurred in obtaining ordinary and necessary services from others not members of the "insured's" household in lieu of those that the "insured" would have performed had he or she not been injured, not for income but for the benefit of himself or herself or his or her household, but "replacement services loss" does not include any loss after the death of the "insured";

5. Survivors' income loss. Loss sustained after an "insured's" death by his or her "survivors" during their dependency and consisting of the loss of the contributions they would have received for their support from that "insured" out of income from work he or she would normally have performed had he or she not died;

6. Survivors' replacement services loss. Expenses incurred after the "insured's" death by his "survivors" in obtaining ordinary and necessary services from others not members of that "insured's" household in lieu of the services he or she would have performed not for income but for the benefit of his or her household;

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7. Work loss. Eighty-five percent of loss of income from work an "insured" who would normally be employed in gainful activity during the period of his or her disability would have performed had he or she not been injured, reduced by any income from substitute work actually performed by the "insured" or by income the "insured" would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake, but work loss does not include any loss after death of an "insured".

B. Who Is An Insured

1. The "named insured" or any relative who sustains "bodily injury" while "occupying" any "auto" or while a "pedestrian" through being struck by any "auto" or motorcycle;
2. Any other person who sustains "bodily injury":
   a. While "occupying", or while a "pedestrian" through being struck by, the covered "auto";
   b. While "occupying" an "auto" not owned by, but operated by a "named insured" or "family member", if the "bodily injury" results from the operation of the "auto" by the "named insured" or "family member".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" while "occupying" any "auto" owned by the "named insured" which is not a covered "auto";
2. Sustained by any "family member" while "occupying" an "auto" owned by that "family member" with respect to which the security required by the North Dakota Auto Accident Reparation Act is not in effect;
3. Sustained by the "named insured" or any "family member", while "occupying" or while a "pedestrian" through being struck by, any "auto", other than the covered "auto", or an "auto" being used in a "ridesharing arrangement", with respect to which the security required under the North Dakota Auto Accident Reparation Act is in effect;
4. Sustained by any person if the injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining an "auto", unless that conduct involves the actual operation of an "auto" as a vehicle on the business premises or unless that conduct occurs off the business premises;
5. Sustained by any person arising out of conduct in the course of loading or unloading any "auto", unless the injury occurs while "occupying" that "auto";
6. Sustained by any person while "occupying" any "auto" without the express or implied consent of the owner or while not in lawful possession of any "auto";
7. Sustained by any person as the result of entering or alighting from a stopped "auto" if the injury is not caused by another "auto";
8. Intentionally caused by any person who would otherwise be entitled to receive benefits hereunder for "bodily injury" arising out of his or her intentionally attempting to cause "bodily injury" to himself or herself or to another person, and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself or herself, his or her "survivors" are not entitled to any "survivors'" income loss or "survivors'" replacement services loss benefits;
9. Sustained by any person while in the course of a racing or speed contest or in practice or preparation thereto;
10. Sustained by any "pedestrian", other than the "named insured" or any "family member", if the accident occurs outside the state of North Dakota;
11. Sustained by any person arising out of the operation, maintenance or use of any "auto" while located for use as a residence or premises;
12. Arising directly or indirectly out of:
    a. War, including undeclared or civil war;
    b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
13. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

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D. Definitions

As used in this endorsement:

1. "Auto" means a vehicle having more than three load-bearing wheels, of a kind required to be registered under the laws of North Dakota relating to motor vehicles, designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power, and includes a trailer designed for use with such vehicle.
2. Covered "auto" means an "auto" with respect to which:
   a. Security is required to be maintained under the provisions of the North Dakota Auto Accident Reparations Act; and
   b. The "bodily injury" liability coverage of the policy applies and for which a specific premium is charged.
3. "Family member" means a spouse or any other individual related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured", or who usually makes his or her home in the same household but temporarily lives elsewhere.
4. "Named insured" means the person or organization named in the Declarations.
5. "Occupying" means in or upon.
6. "Pedestrian" means any individual not "occupying" a "motor vehicle" or any other vehicle designed to be driven or drawn by power other than muscular power.
7. "Ridesharing arrangement" means the transportation of persons in a "motor vehicle" where the transportation is incidental to another purpose of the driver or owner and is not provided for pecuniary gain. The term shall include ridesharing arrangements known as car pools and van pools as defined in North Dakota Laws.
8. "Survivor" means a dependent survivor of a deceased "insured" and includes the following survivors only:
   a. The surviving spouse if residing in the deceased's household at the time of his or her death, providing that the dependency of that spouse shall terminate upon remarriage; and
   b. Other persons receiving support from the deceased at the time of his or her death which would qualify them as dependents of the deceased for federal income tax purposes under the Federal Internal Revenue Code.

E. Policy Period; Territory

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

F. Limit Of Insurance

Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or covered "autos" to which this coverage applies, our liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "auto" "accident" shall not exceed $30,000 in the aggregate, and subject to such aggregate limit:

1. The maximum amount payable for work loss or survivors' income loss shall not exceed $150 per week prorated for any lesser period;
2. The maximum amount payable for replacement services loss or survivors' replacement services loss shall not exceed $15 per day;
3. The maximum amount payable for funeral expenses shall not exceed $3,500.

Any amount payable by us under the terms of this coverage shall be reduced by the amount of benefits an "insured" has recovered or is entitled to recover for the same elements of loss under any workers' compensation act.

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G. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are replaced by the following:

   We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

   a. In the event of an accident, written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident", shall be given by or on behalf of each "insured" to the company or any of its authorized agents as soon as practicable. If an "insured", his or her legal representative or his or her "survivors" shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her "survivors".

   b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. If an "insured" refuses to submit to a physical or mental examination, we may request a court to enter an order requiring the "insured" to submit to the examination.

2. **Legal Action Against Us** is replaced by the following:

   Legal Action Against Us

   No action shall lie against us unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.

3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   Transfer Of Rights Of Recovery Against Others To Us

   Subject to any applicable limitation set forth in North Dakota Auto Accident Reparations Act, in the event of any payment under this coverage, we are subrogated to the rights of the person to whom or for whose benefit the payments were made to the extent of those payments. That person shall execute and deliver the instruments and papers and do whatever else is necessary to secure those rights. That person shall do nothing after loss to prejudice those rights.

4. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   In the event an "insured" has other similar insurance, including approved plans of self-insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and the other insurance.

H. Additional Conditions

The following conditions are added for Personal Injury Protection:

1. **Constitutionality Clause**

   The premium for and the coverages of the policy have been established in reliance upon the provisions of the North Dakota Auto Accident Reparations Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the policy, and the provisions of this endorsement shall be voidable or subject to amendment at our option.

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2. Coordination

Any amount payable under uninsured motorists coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

Any automobile medical payments afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

3. Nonduplication Of Benefits

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved plans of self-insurance.

4. Priority Of Payments

This coverage applies on a primary basis to "bodily injury" sustained by an "insured" if the "accident" arises out of the use or operation of the covered "auto" except, if the "accident" involves the operation of the "insured motor vehicle" in a "ridesharing arrangement", any personal injury protection coverage, required by the North Dakota Auto Accident Reparations Act, afforded by another policy under which such "insured" is a "named insured" or "family member", shall be primary and this coverage shall be excess.

5. Reimbursement And Trust Agreement

In the event of the payment to any person under this coverage:

a. We shall be entitled to the extent of the payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that person against any person or organization legally responsible for the "bodily injury" because of which that payment is made, and we shall have a lien to the extent of that payment, notice of which may be given to the person or organization causing the "bodily injury", his or her agent, his or her insurer or a court having jurisdiction in the matter;

b. That person shall hold in trust for our benefit all rights of recovery which he or she shall have against that other person or organization because of the "bodily injury";

c. That person shall do whatever is proper to secure, and shall do nothing after loss to prejudice, those rights; and

d. That person shall execute and deliver to us instruments and papers as may be appropriate to secure those rights and obligations of that person and us established by this provision.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:

a. The limit of any applicable liability policies has been exhausted by payment of judgments or settlements; or

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

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

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B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   - **a.** The Named Insured and any "family members".
   - **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   - **c.** Anyone else "occupying" an "auto" the Named Insured is operating.
   - **d.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   - **a.** Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   - **a.** An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   - **b.** Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   - **c.** Any "family member" while "occupying" or when struck by any vehicle owned by an individual Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
   - **a.** War, including undeclared or civil war;
   - **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. We will provide primary insurance for a vehicle that you do not own if such vehicle is owned by a self-insurer as qualified under the Oregon Financial Responsibility Law.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement, Personal Injury Protection Coverage endorsement or Uninsured Motorists Coverage endorsement.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   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 workers' compensation, disability benefits or similar law.

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E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   b. When coverage provided under a certificate of self-insurance is available, any motor vehicle liability insurance or uninsured motorists coverage we provide will be on a primary basis unless otherwise agreed to by the self-insurer.

   c. If the coverage under this Coverage Form 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 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 on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. If a "stolen vehicle" or a hit-and-run or phantom vehicle is involved, the Named Insured or someone on that Named Insured's behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the "accident".

   b. If a "stolen vehicle" is involved, you or someone on your behalf must cooperate with the appropriate law enforcement agency in the prosecution of the theft of the vehicle.

   c. Promptly send us copies of the legal papers if a "suit" is brought.

   d. A person seeking coverage from a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and allow advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

3. **Legal Action Against Us** is replaced by the following:

   Legal Action Against Us

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. No cause of action shall accrue to an "insured" under this coverage unless within two years from the date of the "accident":

   (1) Agreement as to the amount due under this Coverage Form has been concluded;

   (2) We or the "insured" has formally instituted arbitration proceedings;

   (3) The "insured" has filed an action against us; or

   (4) An action for "bodily injury" has been filed against the uninsured motorist and, within two years from the "date of settlement" or "final judgment" against the uninsured motorist, the "insured" has:

   (a) Formally instituted arbitration proceedings against us; or

   (b) Filed an action against us.

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4. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

   Transfer Of Rights Of Recovery Against Others To Us

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** 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 a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 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 this coverage; and

   b. We also have a right to recover the advance payment.

5. The **Two Or More Coverage Forms Or Policies Issued By Us** General Condition does not apply.

6. The following condition is added:

   Arbitration

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":

   (1) The county where the "insured" lives; or

   (2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

   Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

   c. We will pay all arbitration costs to an "insured" in excess of $100. Arbitration costs to an "insured" shall not include attorneys' fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

F. Additional Definitions

As used in this endorsement:

1. "Date of settlement" means the date on which a written settlement agreement or release is signed by an "insured" or, in the absence of such documents, the date on which the "insured" or the attorney for the "insured" receives payment of any sum required by the settlement agreement.

2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

3. "Final judgment" means a judgment that has become final by lapse of time for appeal or by entry in an appellate court of an appellate judgment.

4. "Occupancy" means in, upon, getting in, on, out or off.

5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" to which a liability policy applies at the time of an "accident", but the amount paid for "bodily injury" under that policy to the "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages;

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c. For which an insuring company denies coverage, becomes voluntarily or involuntarily bankrupt or is placed in receivership;

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying". However, in the event that a hit-and-run vehicle causes "bodily injury" to an "insured" without hitting the "insured", a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the "accident";

e. That is a "stolen vehicle"; or

f. That is owned or operated by a self-insurer:

(1) That is not in compliance with ORS 806.130 (1)(c); or

(2) That becomes insolvent and cannot provide the amounts required by that motor vehicle law.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any such government unless the vehicle is owned by an Oregon public body;

b. Designed for use mainly off public roads while not on public roads;

c. Operated on rails or crawler treads;

d. While located for use as a residence or premises and not as a vehicle; or

e. Owned by or furnished for the regular or frequent use of you or any "family member".

6. "Stolen vehicle" means:

a. A covered "auto" that is being operated without the consent of the "insured"; and

b. At the time of the "accident", the operator has no collectible liability insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (OREGON)

This endorsement modifies insurance provided under the following:

OREGON UNINSURED MOTORISTS COVERAGE – BODILY INJURY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Benefits	Limit Per Person
Medical And Hospital Expenses	**$ 15,000 Less Deductible, if any**
Income Continuation Expenses	**$ 3,000 Per Month**
Loss Of Services Expenses	**$ 30 Per Day**
Funeral Expenses	**$ 5,000**
Child Care Expenses	**$ 25 Per Day, up to a Maximum of $750**

Coverage for medical and hospital expenses is subject to a deductible of **SEE CFSIC AU 2610 01 17 - 004**

applicable to:

- [X] **You**
- [ ] **You and each "family member"**
- [ ] **You or the "family member(s)" named below:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the Policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits to an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of an "auto" as an "auto". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical And Hospital Expenses

All reasonable and necessary expenses incurred within two years from the date of the "accident" for medical, hospital, dental, surgical, ambulance and prosthetic services.

2. Income Continuation Expenses

70% of the "insured's" loss of income from work during a period of disability caused by "bodily injury" sustained by such person in the "accident", provided that:

a. Such person was usually engaged in a paying occupation at the time of the "accident";

b. The period of such disability continues for at least 14 days; and

c. Income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation and is subject to a maximum payment period in the aggregate of 52 weeks.

3. Loss Of Services Expenses

Expenses reasonably incurred during a period of disability caused by "bodily injury" sustained by an "insured" in the "accident" for essential services that were performed by a person who is not related to the "insured", or residing in the "insured's" household, in lieu of those such person would have performed without income, provided that:

a. Such person was not usually engaged in a paying occupation at the time of the "accident";

b. The period of such disability continues for at least 14 days; and

c. Loss of services expenses shall include only expense for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services and is subject to a maximum payment period in the aggregate of 52 weeks.

However, loss of services expenses shall not include child care expenses.

4. Funeral Expenses

Reasonable and necessary expenses for professional funeral services incurred within one year after the date of the "accident".

5. Child Care Expenses

Expenses reasonably incurred for the care of a minor child of an "insured" who has sustained "bodily injury" in the "accident", provided:

a. The "insured" is the parent of the minor child and is required to be hospitalized for a minimum of 24 hours; and

b. Payments begin after the initial 24 hours of hospitalization and are made for as long as the "insured" is unable to return to work if he or she is usually engaged in a paying occupation. If such person was not usually engaged in a paying occupation at the time of the "accident", then payment will continue for as long as he or she is unable to perform essential services that he or she would have performed without income.

B. Who Is An Insured

1. You, if you sustain "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".

2. If you are an individual, any "family member" who sustains "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".

3. Any other person who sustains "bodily injury" while "occupying" or using the "covered auto" with your permission or, while a "pedestrian", through being struck by a "covered auto".

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C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by any person:
   a. Who intentionally causes injury to himself or herself;
   b. While participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest; or
   c. Who willfully conceals or misrepresents any material fact in connection with a claim for Personal Injury Protection benefits.
2. That results in the application of income continuation expenses and loss of service expenses, sustained by any "pedestrian" other than you or a "family member" in an "accident" that occurs outside the State of Oregon.
3. Arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
4. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
5. Sustained by you or any "family member" while "occupying" any "auto" you own or furnished or available for your regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.
6. Sustained by a "family member" while "occupying" any "auto" owned by such "family member" or furnished or available for the "family member's" regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or "covered autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one "insured" in any one "auto" "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount paid under this coverage will be reduced by any amount paid or payable by any workers' compensation or any other similar medical or disability benefits law (excluding Medicare and Medicaid).
3. Any amount payable under this coverage to you or a "family member" will reduce any amount payable for damages under this Coverage Form's Uninsured Motorists Coverage.
4. Any amount paid under this coverage to an "insured" will reduce any amount the "insured" may be entitled to recover for the same damages under this Coverage Form's Covered Autos Liability Coverage.
5. Any amount payable for medical and hospital expenses shall be reduced by the amount of the deductible you may elect. If you elect a deductible, it will be shown in the Schedule. The deductible applies only to you and/or any "family member".

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form:
   a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
   b. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
      (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
      (2) Such other information that will help us determine the amount due and payable.
   c. The "insured" or his or her legal representative shall give us authorization, each time we request it, to obtain medical reports, copies of records and information with respect to loss of income.

d. We may require that the "insured", as a condition for receiving income continuation expenses, cooperate in furnishing us reasonable medical proof of his or her inability to work.

2. The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

The coverage provided in this endorsement is excess for:

a. "Bodily injury" sustained by any "pedestrian", other than you or any "family member". This coverage is excess to the extent that amounts are paid or payable to or for such "pedestrian" under any collateral benefits, including but not limited to:

(1) Insurance benefits under another policy issued by us or another company;

(2) Governmental benefits (except Medicare and Medicaid benefits);

(3) Gratuitous benefits; or

(4) Oregon Personal Injury Protection benefits.

b. "Bodily injury" sustained by you or any "family member" while "occupying" any "auto", other than the "covered auto", with respect to which Oregon Personal Injury Protection benefits are in effect.

3. The following conditions are added:

a. Reimbursement And Trust

In the event of payment to any person of any benefits under this endorsement:

(1) We shall be entitled to reimbursement or subrogation in accordance with the provisions of the Oregon Insurance Code.

(2) We are entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the "accident", to the extent benefits were paid, less our share of expenses, costs and attorneys' fees incurred by the "insured" in connection with such recovery.

(3) The "insured" shall hold in trust for our benefit all his or her rights of recovery to the extent of benefits furnished.

(4) The "insured" shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.

(5) If we request in writing, the "insured" shall take, through any representative not in conflict of interest with him or her, designated by us, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the "insured", but only to the extent of benefits furnished by us. In the event of recovery, we shall also be reimbursed out of such recovery for the "insured's" share of expenses, costs and attorneys' fees incurred by us in connection with the recovery.

(6) The "insured" shall execute and deliver to us such instructions and papers as may be appropriate to secure the rights and obligations of the "insured" and us as established by this provision.

b. Arbitration

(1) If we and an "insured" disagree whether the "insured" is entitled to recover Personal Injury Protection benefits, or do not agree as to the amount payable under this coverage, then if both parties agree at the time of the dispute, the matter shall be arbitrated.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the choice of the third arbitrator within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which such arbitration is pending. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Costs to the "insured" of the arbitration proceedings shall not exceed $100, and all other costs of arbitration shall be borne by us. However, attorneys' fees and fees paid to medical or other expert witnesses are not arbitration expenses and are to be paid by the party incurring them.

(2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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c. Coordination And Nonduplication

Any automobile medical payments coverage afforded under this Coverage Part is excess over any medical expense benefits paid or payable under this endorsement or any other automobile insurance policy covering "bodily injury" to an "insured".

F. Additional Definitions

As used in this endorsement:

1. "Covered auto" means a "private passenger auto" to which the "bodily injury" Covered Autos Liability Coverage of the Policy applies and for which a specific premium is charged.

2. "Family member" means a spouse and any other person related to you by blood, marriage or adoption (including a ward or foster child), who is a resident of the same household as you.

3. "Occupying" means in or upon or entering into or alighting from.

4. "Pedestrian" means any person while not "occupying" a self-propelled vehicle other than a wheelchair or a similar low-powered motorized or mechanically propelled vehicle that is designed specifically for use by a physically disabled person who has a medical necessity for a wheelchair or other low-powered vehicle.

5. "Private passenger auto" means a four-wheel passenger or station wagon-type "auto" not used as a public or livery conveyance including, but not limited to, any period of time a four-wheel passenger or station wagon-type "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" such four-wheel passenger or station wagon-type "auto".

"Private passenger auto" includes any other four-wheel "auto" of the utility, pickup body, sedan delivery or panel truck-type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck.

6. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA BASIC FIRST-PARTY BENEFIT

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Benefits	Limit Of Insurance
Medical Expense Benefits	Up to $5,000 per insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay the Basic First-party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto".

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First-party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury". If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury", medical expenses will be paid without limitation as to the time such further expenses are incurred.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any person while "occupying" a covered "auto".
4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto".

   If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

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C. Exclusions

We will not pay First-party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
   a. You; or
   b. Any "family member".
5. Sustained by any person who, at the time of the "accident":
   a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or
   b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
   a. You; or
   b. Any "family member".
8. Sustained by any person while "occupying":
   a. A recreational vehicle designed for use off public roads; or
   b. A motorcycle, moped or similar type vehicle.
9. Arising directly or indirectly out of:
   a. A discharge of a nuclear weapon (even if accidental);
   b. War, including undeclared or civil war;
   c. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
10. From or as a consequence of the following whether controlled or uncontrolled or however caused:
    a. Nuclear reaction;
    b. Radiation; or
    c. Radioactive contamination.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made, "autos" involved in the "accident" or insurers providing First-party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
2. Any amount payable under First-party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

E. Changes In Conditions

The Conditions are changed for First-party Benefits as follows:

1. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.
2. The following conditions are added:

   Nonduplication Of Benefits

   No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

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Priorities Of Policies

We will pay First-party Benefits in accordance with the order of priority set forth by the "Act". We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

First	The insurer providing benefits to the "insured" as a named insured.
Second	The insurer providing benefits to the "insured" as a "family member" who is not a named insured under another policy providing coverage under the “Act”.
Third	The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident".
Fourth	The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:

a. Not "occupying" an "auto"; and

b. Not provided First-party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;

2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;

3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and

4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limit of benefits.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:

a. By muscular power; or

b. On rails or tracks.

2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.

3. "Family member" means a resident of your household who is:

a. Related to you by blood, marriage or adoption; or

b. A minor in your custody or in the custody of any other "family member".

4. "Occupying" means in, upon, getting in, on, out or off.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Rhode Island, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

"Bodily Injury"	**$ 75,000**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" because of "bodily injury" sustained by an "insured" and caused by an "accident".

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".

2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". Any "auto" that is owned by the Named Insured or any "family member" is not a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". Any "auto" that is owned by the Named Insured is not a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" or struck by any vehicle owned by such Named Insured or any "family member" that is not a covered "auto".

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

6. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to the maximum limit of liability for all damages:

a. The most we will pay for all damages sustained in such "accident" by an "insured", other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle an "insured" was "occupying" at the time of the "accident".

b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share is the proportion that that person's damages bear to the total damages sustained by all "insureds".

2. No one will be entitled to recover duplicate payment for the same elements of "loss" under this coverage and any Liability Coverage form or Medical Payments endorsement attached to this Coverage Part.

We will not make duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payments for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The **Conditions** are changed for Rhode Island Uninsured Motorists Coverage – Bodily Injury as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form apply except the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

The Named Insured and any involved "insured" must:

a. Promptly notify the police if "bodily injury" results from an "accident" involving a hit-and-run driver; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

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3. The **Legal Action Against Us** provision is replaced by the following:

   Legal Action Against Us

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form; and

   b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within three years after the date of the "accident", we or the "insured" has made a written demand for arbitration in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   We shall be entitled to recover payment on a "loss" only after the "insured" has been paid the deductible portion of the "loss", less the prorated share of the subrogation expense.

5. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

6. The **Arbitration** Condition is replaced by the following for Uninsured Motorists Coverage:

   Arbitration

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. Arbitration may be enforced at the option of the "insured". In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. Which is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages;

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent;

   d. That is a hit-and-run vehicle and neither the driver nor owner can be identified; or

   e. That causes "bodily injury" to an "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

   However, "uninsured motor vehicle" does not include any vehicle owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

RHODE ISLAND UNINSURED MOTORISTS COVERAGE – BODILY INJURY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

"Bodily Injury"	**$**	**25,000**	**Each Person**
	$	**50,000**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

Paragraph **1.** of **Limit Of Insurance** is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" to any one person resulting from any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" for each person shown in the Declarations or Schedule applicable to each covered "auto".

If there is more than one covered "auto", and "bodily injury" is sustained by an individual Named Insured or any "family member", our Limit of Insurance for any one "accident" is the sum of the limits of "Bodily Injury" for each person shown in the Declarations or Schedule applicable to each covered "auto". Subject to the maximum limit of "Bodily Injury" for each person:

a. The most we will pay for "bodily injury" sustained in such "accident" by an "insured", other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the "Bodily Injury" for each person limit shown in the Declarations or Schedule applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **1.a.** above.

c. A person's pro rata share is the proportion that that person's damages bear to the total damages sustained by all "insureds".

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2. Subject to the limit for each person, regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" resulting from any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from "bodily injury" is the limit of "Bodily Injury" for each "accident" shown in the Declarations or Schedule applicable to each covered "auto".

If there is more than one covered "auto", and "bodily injury" is sustained by an individual Named Insured or any "family member", our Limit of Insurance for any one "accident" is the sum of the limits of "Bodily Injury" for each "accident" shown in the Declarations or Schedule applicable to each covered "auto". Subject to the maximum limit of "Bodily Injury" for each "accident":

a. The most we will pay for "bodily injury" sustained in such "accident" by an "insured", other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the "Bodily Injury" for each "accident" limit shown in the Declarations or Schedule applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **2.a.** above.

c. A person's pro rata share is the proportion that that person's damages bear to the total damages sustained by all "insureds".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA
UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, South Carolina, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: **$**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay in accordance with the South Carolina Uninsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to any of the following:

1. Any claim settled without our consent.

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2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. The first $200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
5. That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.
6. "Bodily injury" or "property damage" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule. If the "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while "occupying" a covered "auto", our limit is the sum of:
   a. The Limit Of Insurance shown in the Schedule for this coverage as applicable to a covered "auto"; and
   b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
2. Subject to the maximum limit of insurance for all damages:
   a. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" or "property damage" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
   b. The individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

   A person's pro rata share shall be the proportion that that person's damages bear to the total damages sustained by all "insureds".
3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:
   a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos"; and
   b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

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4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from the "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".

5. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an "insured" other than an individual Named Insured or any "family member" in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury" or "property damage", the most we will pay for all damages resulting from that "accident" is the Limit Of Insurance shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".

6. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The **Conditions** are changed for **Uninsured Motorists Coverage** as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   a. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

First Priority	The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any policy affording Uninsured Motorists Coverage to a Named Insured or a "family member", if the Named Insured is an individual.

   (1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.

   (2) If there is applicable insurance available under the first priority:

   (a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and

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(b) The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.

b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits on the same level of priority.

c. For "property damage", this insurance is excess to all collectible insurance of any kind.

d. Except for "property damage", the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of such payment that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or loss to impair them.

b. If an "insured" has prosecuted to judgment any "suit" against anyone responsible, we will be entitled to an assignment of the judgment to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.

c. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorneys' fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorneys' fees.

d. If an "insured" making a claim for "property damage" under this insurance is also entitled to insurance or other compensation for the "property damage", we will not be obligated to pay the claim until the "insured" has assigned us the rights to the compensation to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.

4. Two Or More Coverage Forms Or Policies Issued By Us does not apply to **Uninsured Motorists Coverage.**

5. The following condition is added:

Conformity To Statute

This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury to or destruction of the property of an "insured".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which neither a liability bond or policy nor cash or securities deposited with the State Treasurer provide at least the amounts required by the South Carolina Motor Vehicle Financial Responsibility Act.

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b. For which neither the operator nor owner can be identified and that hits or that causes an "accident" resulting in "bodily injury" or "property damage" without hitting an individual Named Insured or a "family member", a vehicle that an individual Named Insured or any "family member" is "occupying", the Named Insured's covered "auto" or any of such Named Insured's property.

If there is no physical contact with the unknown vehicle, the facts of the "accident" must be corroborated by one of the following conditions:

(1) The competent evidence of an eyewitness other than the owner or operator of the vehicle that an individual Named Insured or any "family member" was "occupying" at the time of the "accident". The eyewitness must sign an affidavit attesting to the truth of the facts of the "accident" contained in the affidavit. Upon failing to obtain an affidavit, the individual Named Insured may seek a court order for a presuit deposition of the witness under the procedures set forth in Rule 27, South Carolina Rules of Civil Procedure; or

(2) The individual Named Insured provides a recording of the "accident", showing that the damage or injury was caused by the unknown vehicle.

c. For which an insuring or bonding company successfully denies coverage, is or becomes insolvent, is in delinquency proceedings, suspension or receivership, or is proven unable to respond to a judgment.

d. For which the owner has not qualified as a self-insurer in accordance with the applicable provisions of the South Carolina Insurance Laws.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.

b. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Subsection 15-78-60, or by other applicable statute.

c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA
SPLIT UNINSURED MOTORISTS LIMITS

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, South Carolina, this endorsement modifies such insurance provided under the following:

SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
"Property Damage":	**$ 25,000**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **D. Limit Of Insurance** is replaced by the following:

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a covered "auto":

a. The most we will pay for all damages resulting from "bodily injury" sustained by any one person caused by that "accident", including all damages claimed by any person or organization for care, loss of services or death, is the sum of:

(1) The each person Limit Of Insurance shown in the Schedule for "bodily injury" for this coverage that applies to that covered "auto"; and

(2) That part of the each person limit for "bodily injury" on each additional covered "auto" that does not exceed the Limit of Insurance applicable to the covered "auto" involved in the "accident".

b. Subject to this limit for each person, the most we will pay for all damages resulting from "bodily injury" sustained in that "accident" is the sum of:

(1) The each "accident" Limit Of Insurance shown in the Schedule for "bodily injury" for this coverage that applies to that covered "auto"; and

(2) That part of the each "accident" limit for "bodily injury" on each additional covered "auto" that does not exceed the Limit of Insurance applicable to the covered "auto" involved in the "accident".

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c. The most we will pay for all "property damage" resulting from that "accident" is the sum of:

(1) The each "accident" Limit Of Insurance shown in the Schedule for "property damage" for this coverage that applies to that covered "auto"; and

(2) That part of the each "accident" limit of "property damage" for this coverage on each additional covered "auto" that does not exceed the Limit of Insurance applicable to the covered "auto" involved in the "accident".

d. Subject to the maximum Limit of Insurance set forth in Paragraphs **a., b.** and **c.,** above:

(1) The most we will pay for "bodily injury" or "property damage" sustained in that "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the each person or each "accident" limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident"; and

(2) An individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the each person or each "accident" limit described in Paragraph **d.(1)** above.

A person's pro rata share shall be the proportion that that person's damages bear to the total damages sustained by all "insureds".

2. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while not "occupying" any "auto":

a. The most we will pay for all damages resulting from "bodily injury" sustained by any one person caused by that "accident", including all damages claimed by any person or organization for care, loss of services or death, is the sum of:

(1) The highest each person Limit of Insurance for "bodily injury" for this coverage that applies to any one of an individual Named Insured's covered "autos"; and

(2) That part of the each person limit of "bodily injury" for this coverage on each additional covered "auto" that does not exceed the Limit of Insurance applicable to the covered "auto" involved in the "accident".

b. Subject to this limit for each person, the most we will pay for all damages resulting from "bodily injury" sustained in that "accident" is the sum of:

(1) The highest each "accident" Limit of Insurance for "bodily injury" for this coverage that applies to any one of an individual Named Insured's covered "autos"; and

(2) That part of the each "accident" limit for "bodily injury" for this coverage on each additional covered "auto" that does not exceed the Limit of Insurance applicable to the covered "auto" involved in the "accident".

c. The most we will pay for all "property damage" resulting from that "accident" is the sum of:

(1) The highest each "accident" Limit of Insurance for "property damage" for this coverage that applies to any one of an individual Named Insured's covered "autos"; and

(2) That part of the each "accident" limit for "property damage" for this coverage on each additional covered "auto" that does not exceed the Limit of Insurance applicable to the covered "auto" involved in the "accident".

3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a vehicle not owned by an individual Named Insured or any "family member":

a. The most we will pay for all damages resulting from "bodily injury" sustained by any one person caused by that "accident", including all damages claimed by any person or organization for care, loss of services or death, is the highest each person Limit of Insurance for "bodily injury" for this coverage that applies to any one of an individual Named Insured's covered "autos";

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b. Subject to this limit for each person, the most we will pay for all damages arising out of "bodily injury" sustained in that "accident" is the highest each "accident" Limit of Insurance for "bodily injury" for this coverage that applies to any one of an individual Named Insured's covered "autos"; and

c. The most we will pay for all "property damage" resulting from that "accident" is the highest each "accident" Limit of Insurance for "property damage" for this coverage that applies to any one of an individual Named Insured's covered "autos".

4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an "insured" other than an individual Named Insured or any "family member" in an "accident" in which neither an individual Named Insured nor any "family member" sustained "bodily injury" or "property damage":

a. The most we will pay for all damages resulting from "bodily injury" sustained by any one person caused by that "accident", including all damages claimed by any person or organization for care, loss of services or death, will be the each person Limit Of Insurance shown in the Schedule for "bodily injury" for this coverage that applies to the vehicle that "insured" was "occupying" at the time of that "accident".

b. Subject to this limit for each person, the most we will pay for all damages arising out of "bodily injury" sustained in that "accident" is the each "accident" Limit Of Insurance shown in the Schedule for "bodily injury" for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".

c. The most we will pay for all "property damage" resulting from that "accident" is the each "accident" Limit Of Insurance shown in the Schedule for "property damage" for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".

5. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

		Limit Of Insurance	
Uninsured Motorists Coverage:	**$**	**50,000**	**Each "Accident"**
Underinsured Motorists Coverage:	**$**	**50,000**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements.

3. No judgment for damages arising out of a "suit" brought against, or settlement entered into with, the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" is binding on us unless we:

a. Received reasonable notice of the pendency of the "suit" resulting in judgment or the negotiations resulting in settlement; and

b. Had a reasonable opportunity to protect our interests in the "suit" or settlement.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

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b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. Punitive or exemplary damages.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the applicable limit of Uninsured Motorists Coverage and Underinsured Motorists Coverage shown in the endorsement Schedule. However, subject to the provisions in Paragraphs **D.1.a.** and **b.** below, in the case of an "accident" involving both an "uninsured motor vehicle" and an "underinsured motor vehicle", the most we will pay is both the limit of Uninsured Motorists Coverage and the limit of Underinsured Motorists Coverage shown in the endorsement Schedule.

a. The limit entry for Uninsured Motorists Coverage in the endorsement Schedule applies only to "uninsured motor vehicles" as defined in Paragraph **F.3.** of the Additional Definitions section.

b. The limit entry for Underinsured Motorists Coverage in the endorsement Schedule applies only to "underinsured motor vehicles" as defined in Paragraph **F.4.** of the Additional Definitions section.

2. No one will be entitled to receive duplicate payments for the same elements of "loss".

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

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 workers' compensation, disability benefits or similar law.

3. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", the limit of liability shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

4. Any amount paid under this coverage will reduce any amount an "insured" may be paid under this Coverage Form's Covered Autos Liability Coverage.

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E. Changes In Conditions

The following condition is changed for Uninsured Motorists Coverage only:

Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If we make any payment and the "insured" recovers from another:

1. Person or organization; or
2. Policy issued by us insuring that other person or organization;

the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

The **Conditions** are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

   b. If the coverage under this Coverage Form 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 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 on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. The following condition is added:

   Arbitration

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the parties may agree to arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision reached by two of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

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3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged; or

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified or which causes an "accident" resulting in "bodily injury" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or

b. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of an "accident", but the amount paid for "bodily injury" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law;

b. Designed for use mainly off public roads while not on public roads;

c. Which is an "uninsured motor vehicle"; or

d. For which an insuring or bonding company denies coverage or is or becomes insolvent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (SOUTH DAKOTA)

This endorsement modifies insurance provided under the following:

SOUTH DAKOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Benefits	Limit Per Person
Medical Expenses	$3,000
Work Loss	**(a)** 85% of any loss of gross income and earning capacity, not to exceed the total of $250 per week; and **(b)** $20 per day for inability to perform services for the household.
Funeral Expenses	$1,500
Survivor Loss	$3,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

We agree with you, subject to all of the provisions in this endorsement and to all of the provisions of the Policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits in accordance with Title 31A, UTAH CODE ANNOTATED to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the use of an "auto" as an auto.

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

1. Medical Expenses

Reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

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2. **Work Loss**

   a. Loss of income and loss of earning capacity by the "insured" during his or her lifetime, from inability to work during a period commencing three days after the date of the loss of income and earning capacity resulting from the "bodily injury" and continuing for a maximum of 52 consecutive weeks thereafter. If such "insured's" inability to work continues in excess of a total of two consecutive weeks after the date of the loss of income and earning capacity resulting from the "bodily injury", this three-day elimination period shall not be applicable; and

   b. An allowance for services actually rendered or reasonably incurred that, but for the "bodily injury", the "insured" would have performed during his or her lifetime for his or her household commencing three days after the date of the "bodily injury" and continuing for a maximum of 365 consecutive days thereafter. If such "insured's" inability to perform such services continues in excess of 14 consecutive days after the date of the "bodily injury", this three-day elimination period shall not be applicable.

3. **Funeral Expenses**

   Funeral, burial or cremation expenses incurred.

4. **Survivor Loss**

   Compensation on account of the death of the "insured" and is payable only to natural persons who are the "insured's" heirs.

B. Who Is An Insured

1. You, unless you are injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by you and which is not a covered "auto".

2. If you are an individual, any "family member", unless the "family member" is injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by such "family member" and which is not a covered "auto".

3. Any person while "occupying" a covered "auto" with the consent of the "insured", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of a rental company has no other valid and collectible insurance, they are "insured", but only up to the minimum personal injury protection coverage and benefits amount specified by UTAH CODE ANN. Section 31A-22-307. This supersedes any provision to the contrary.

   Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

4. Any person while "occupying" any other "auto" other than a public or livery conveyance, operated by you or a "family member". Public or livery conveyance as used in this provision includes, but is not limited to, any period of time an "auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "auto" but does not apply to business activities performed by such person that are directly related to the Named Insured(s) listed in the Declarations.

5. A "pedestrian" if the "accident" involves the use of a covered "auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "insured" while "occupying" an "auto" owned by, or furnished for the regular use of, that "insured", or if you are an individual, any "family member", that is not a covered "auto".

2. Sustained by any person while operating the covered "auto" without the express or implied consent of the "insured" or while not in lawful possession of the covered "auto".

3. Sustained by a "pedestrian" if the "accident" occurs outside the state of Utah. This exclusion does not apply, if you are an individual, to you or any "family member".

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4. Sustained by any person if such person's conduct contributed to his injury under either of the following circumstances:
   a. Causing injury to himself or herself intentionally; or
   b. While committing a felony.
5. Sustained by any person arising out of the use of any "auto" while located for use as a residence or premises.
6. Arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
7. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by an "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount payable under this coverage will be reduced by the amount paid, payable or required to be provided for "bodily injury":
   a. Under any workers' compensation plan or any similar statutory plan; or
   b. By the United States or any of its agencies because of his or her being on active duty in the military services.

E. Changes In Conditions

The Conditions of the Policy are changed for Personal Injury Protection as follows:

The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form:

   d. If an "insured" or his or her legal representative or survivor institutes legal action to recover damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
   e. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
      (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
      (2) Such other information that will help us determine the amount due and payable.

The following conditions are added:

Reimbursement And Trust

1. If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
2. Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury".

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3. That person must do everything necessary to secure such rights and must do nothing to impair them.
4. That person must execute and deliver to us instruments and papers that may be appropriate to secure his or her and our rights and obligations established by this provision.

Coordination And Nonduplication

1. No "insured" may recover duplicate payments for the same elements of "loss" under this or any other insurance.
2. This insurance is primary only for "bodily injury" sustained by an "insured" in an "accident" arising out of the use or operation of a covered "auto".
3. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies combined will not exceed the amount payable under the policy with the highest dollar limit of benefits. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits covering on the same basis.
4. Personal Injury Protection benefits paid or payable under this Coverage Form or any other Coverage Form or policy providing auto insurance because of "bodily injury" sustained by an "insured" shall be primary to any Auto Medical Payments Coverage provided under this Coverage Form.

Premium Recomputation

The premium for this Policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of Title 31A, UTAH CODE ANNOTATED. If a court declares any of these provisions unenforceable, we have the right to recompute the premium, and the provisions of this endorsement are voidable or subject to amendment at our option.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means every self-propelled vehicle and every vehicle which is propelled by electric power obtained from overhead wires but not operated on rails. However, an "auto" does not include vehicles moved solely by human power, motorized wheelchairs, an electric personal assistive mobility device, an electric assisted bicycle, a motor assisted scooter, a personal delivery device, as defined in UTAH CODE ANN. § 41-6A-1119, or a mobile carrier, as defined in UTAH CODE ANN. § 41-6a-1120.
2. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
3. "Occupying" means being in or upon an "auto" as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from an "auto".
4. "Pedestrian" means any person not "occupying" or riding upon an "auto".
5. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Vermont, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance		
Bodily Injury:	**$**	**Each "Accident"**
Property Damage:	**$ 10,000**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under the coverage selected under this endorsement only if Paragraph **a.** or **b.** below applies:

a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

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

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

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B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   - **a.** The Named Insured and any "family members".
   - **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   - **c.** Anyone else for "bodily injury" while "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
   - **d.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   - **a.** Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   - **b.** Anyone else for "bodily injury" while "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
   - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
   - **d.** The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled by the "insured" or any legal representative of the "insured" with the owner or driver of an "uninsured motor vehicle" without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. Damage to:
   - **a.** Any vehicle; or
   - **b.** Any property contained in or struck by any vehicle

   which is not a covered "auto", but is owned by the Named Insured or, if the Named Insured is an individual, is owned by any "family member".
5. The first $150 of the amount of each claim for "property damage" sustained by an "insured" in any one "accident". This deductible applies only to direct physical damage to:
   - **a.** A covered "auto"; or
   - **b.** The property of an "insured".

   However, this exclusion does not apply if there is valid and collectible "auto" physical damage coverage applicable to that damage under this or any other policy.
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Property damage" for which the "insured" has been compensated by other property or physical damage coverage, including any physical damage coverage under this Policy.
8. Punitive or exemplary damages.
9. "Bodily injury" or "property damage" arising directly or indirectly out of:
   - **a.** War, including undeclared or civil war;
   - **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":
   - **a.** For "bodily injury" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations; and

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b. For "property damage" is $10,000 per claim.

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:

a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

b. Any insurance we provide with respect to a vehicle that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form, but is owned by the Named Insured or, if the Named Insured is an individual, is owned by any "family member", shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.

If the "insured" settles with or recovers against any person, any reimbursement due to us under this section shall be reduced by deducting a fair portion of all reasonable expenses of recovery incurred in effecting the settlement or recovery. The expenses of recovery shall be apportioned between the parties as their interests appear at the time of the settlement or recovery.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** 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 a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 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.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply.

5. The following condition is added:

   Arbitration

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury to or destruction of the property of an "insured".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bond or policy applies at the time of an "accident";

   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but:

      (1) That sum is less than the sum of the limits of this coverage applicable to the "insured"; or

      (2) The available liability insurance has been reduced by payments to others injured in the "accident" to an amount which is less than the limits of this coverage applicable to the "insured";

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent within one year of the date of the "accident"; or

   d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

      (1) Hit an "insured", a covered "auto", a vehicle an "insured" is "occupying" or the property of an "insured"; or

      (2) Cause an "accident" resulting in "bodily injury" to an "insured" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency while being used within the scope of permission of that governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Vermont, this endorsement modifies insurance provided under the following:

VERMONT UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

"Bodily Injury":	**$ 50,000**	**Each Person**
	$ 100,000	**Each "Accident"**
"Property Damage":	**$ 10,000**	**Each Claim**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of **Limit Of Insurance** is replaced by the following:

1. Regardless of the number of covered "autos", insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

c. The most we will pay for all damages resulting from "property damage" caused by any one "accident" is $10,000 per claim.

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VIRGINIA IMPORTANT NOTICE REGARDING ELECTION OF UNINSURED MOTORISTS COVERAGE

Your insurance is required to provide underinsured motorist coverage that pays any damages due to an insured in addition to any bodily injury or property damage liability that is applicable to the insured's damages. You may choose to change the way your underinsured motorist coverage is calculated. Depending on the change, you may reduce the amount of coverage you have and your premium may change. Contact your agent or insurer for additional information.

Any request to change how your underinsured motorist coverage is calculated must be in writing. Once any named insured chooses to make such a change in the underinsured motorist coverage, that change is binding on all insureds on the policy. Any later changes you may wish to make to how your underinsured motorist coverage is calculated must also be in writing.

Before changing how your underinsured motorist coverage is calculated, you should carefully consider that this coverage provides important protection in the event you are injured or your motor vehicle is damaged due to the actions of an underinsured motorist.

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VIRGINIA IMPORTANT NOTICE REGARDING UNINSURED MOTORISTS COVERAGE

You are entitled to purchase uninsured/underinsured coverage limits equal to the liability limits on your motor vehicle policy. However, any one named insured has the right to reduce the limits of the uninsured/underinsured motorist coverage to less than the liability limits on the policy but no lower than the financial responsibility limits required by § 46.2-472 of the Code of Virginia. The insurer may require that a request to reduce coverage be in writing. Once any one named insured reduces the policy limits for uninsured/underinsured motorist coverage below the policy's liability limits, that election is binding on all insureds on the policy. Later, if you desire to increase your limits, you must make a specific request to your insurer. You may want to put this request in writing.

Before reducing the limits of the uninsured/underinsured motorist coverage, you should carefully consider that this coverage provides important protection in the event you are injured or your motor vehicle is damaged due to the actions of an uninsured/underinsured motorist.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT

(VIRGINIA)

SCHEDULE

	Limit Of Liability	
Bodily Injury:	**$ 50,000**	**Each Person**
	$ 100,000	**Each "Accident"**
Property Damage:	**$ 25,000**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Words And Phrases With Special Meaning

The following words and phrases have special meaning throughout this endorsement and appear in quotation marks when used:

1. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
2. "We", "us", and "our" mean the company providing insurance.
3. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage" the "insured" neither expected nor intended.
4. "Available for payment" means the amount of liability insurance coverage applicable to the claim of the injured person for "bodily injury" or "property damage" reduced by the payment of any other claims arising out of the same "accident".
5. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
6. "Covered auto" means a motor vehicle, or a "temporary substitute", with respect to which the "bodily injury" or "property damage" liability coverage of the policy applies.
7. "Family member" means a person related to "you" by blood, marriage or adoption who is a resident of "your" household, including a ward or foster child.
8. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured section of this endorsement, including the personal representative of any insured. Except with respect to "our" Limit Of Liability, the insurance afforded applies separately to each insured who is seeking coverage under this endorsement.
9. "Loss" means direct and accidental damage or loss.
10. "Property damage" means damage to or loss of use of tangible property.
11. "Occupying" means in, upon, using, getting in, on, out of or off.
12. "Temporary substitute" means a motor vehicle that is being used in place of a "covered auto". The "covered auto" must be out of service be- cause of its breakdown, repair, servicing, loss or destruction.

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13. "Underinsured motor vehicle" means a motor vehicle, when, and to the extent that, the total amount of "bodily injury" and "property dam- age" coverage applicable to the operation or use of the motor vehicle and "available for payment" for such "bodily injury" or "property damage", including all bonds or deposits of money or securities made pursuant to Article 15 (Section 46.2-435 et seq.) of Chapter 3 of Title 46.2 of the Code of Virginia, is less than the total amount of uninsured motorist cover- age afforded any person injured as a result of the operation or use of the motor vehicle.

14. "Uninsured motor vehicle" means a motor vehicle:

a. For which:

(1) There is no "bodily injury" liability insurance and "property damage" liability insurance in the amounts specified by Section 46.2-472 of the Code ofVirginia.

(2) There is such insurance but the insurer writing the insurance denies coverage for any reason whatsoever, including failure or refusal of the insured to cooperate with the insurer.

(3) There is no bond or deposit of money or securities in lieu of such insurance.

(4) The owner of the vehicle has not qualified as a self-insurer under the provisions of Section 46.2-368; or

(5) The owner or operator of the motor vehicle is immune from liability for negligence under the laws of the Common- wealth or the United States. A motor vehicle shall be deemed uninsured if its owner or operator is unknown.

If the owner or operator of any motor vehicle that causes "bodily injury" or "property damage" to the "insured" is unknown, and if the damage or injury results from an "accident" where there has been no contact be- tween that motor vehicle and the motor vehicle occupied by the "insured", or where there has been no contact with the person of the "insured" if the "insured" was not "occupying" a motor vehicle, then for the "insured" to recover under this endorsement pursuant to Paragraph **a.** of this definition, the "accident" shall be reported promptly to either:

(1) The insurer or;

(2) A law-enforcement officer having juris- diction in the county or city in which the "accident" occurred. If it is not reasonably practicable to make the report promptly, the report shall be made as soon as reasonably practicable under the circumstances.

b. Which is an "underinsured motor vehicle".

B. We Will Pay

"We" will pay in accordance with the Virginia Uninsured Motorists Law, all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motorvehicle".

C. We Will Not Cover – Exclusions

This insurance does not apply to:

1. A "bodily injury" or "property damage" claim settled by the "insured" without "our" consent with anyone who may be legallyliable.

2. The direct or indirect benefit of any insurer of property.

3. The first $200 of the total amount of "property damage" as the result of any one "accident" involving an unidentifiable driver or owner of an "uninsured motor vehicle". This exclusion does not apply if the owner or operator of the "uninsured motor vehicle" causing the damage can be identified.

4. Anyone using the "covered auto" without a reasonable belief that the person is entitled to do so.

D. Who Is An Insured

1. "You" or any "family member".

2. Anyone else "occupying" a "covered "auto".

3. Anyone for damages he or she is entitled to recover because of "bodily injury" to which this coverage applies, sustained by another "insured" under **1.** or **2.** above.

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E. Our Limit Of Liability

1. Regardless of the number of "covered autos", "insureds", claims made or motor vehicles involved in the "accident", the Limit Of Insurance is as follows:
   a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule or Declarations for each person.
   b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule or Declarations for each "accident".
   c. The most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule or Declarations for each "accident".
   d. If more than one "covered auto" is involved in the same "accident", the Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations will apply separately to each of these "covered autos". Such Limits Of Insurance shall first provide the separate limits required by the Virginia Motor Vehicle Safety Responsibility Act.
2. Except with respect to an "underinsured motor vehicle", damages otherwise payable under this coverage:
   a. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible.
   b. With respect to an employee of a self- insured employer, shall be reduced by all sums paid or payable because of "bodily injury" under a workers' compensation law.

F. Conditions

The conditions applicable to this coverage are as follows:

1. **Other Insurance**
   a. For "bodily injury" to an "insured" while "occupying" a motor vehicle that is not a "covered auto", this coverage shall apply only as excess insurance over any other similar insurance available to that "insured" and applicable to that motor vehicle as primary insurance. However, this paragraph does not apply to an "underinsured motor vehicle".
   b. Except as provided in Paragraph **a.** above, if the "insured" has other similar "bodily in- jury" insurance available to him or her and applicable to the "accident", "we" shall not be liable for a greater proportion of any "loss" to which this coverage applies than the limit of liability for this coverage bears to the sum of the applicable limits of liability of this insurance and such other insurance. However, this provision does not applyto an "underinsured motor vehicle".
   c. For "property damage", **Uninsured Motorists Insurance** is excess over all other collectible insurance of any kind applicable to the "property damage".
   d. If the injured person is entitled to underinsured motorists coverage under more than one policy, the following order of priority applies and any amount "available for payment" shall be credited against such policies in the following order of priority:
      (1) The policy covering a motor vehicle "occupied" by the injured person at the time of the "accident".
      (2) The policy covering a motor vehicle not involved in the "accident" under which the injured person is a named insured.
      (3) The policy covering a motor vehicle not involved in the "accident" under which the injured person is other than a named insured.

      If there is more than one insurer providing coverage under one of the payment priori- ties set forth in Paragraph **d.** above, we will pay only "our" share of the "loss". "Our" share is the proportion that "our" limit of li- ability bears to the total of all limits applicable on the same level of priority.
2. **Our Right To Recover From Others**

   If "we" make any payment, "we" are entitled to recover what "we" paid from other parties. Any person to or for whom "we" make payment must transfer to "us" his or her rights of recovery against any other party. The person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
3. **Legal Action Against Us**

   No legal action may be brought against "us" until there has been full compliance with all the terms of the policy.

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4. **Changes**

   If a change requires a premium adjustment, "we" will adjust the premium as of the effective date of the change.

5. **Transfer Of Rights And Duties**

   "Your" rights and duties under this endorsement may not be assigned without "our" written consent.

6. **Bankruptcy**

   Bankruptcy or insolvency of the "insured" or the "insured's" estate shall not relieve "us" of any obligations under this endorsement.

7. **Policy Period, Coverage Territory**

   Under this endorsement, "we" cover "accidents" and "losses" occurring:

   a. During the policy period shown in the Declarations; and

   b. Within the coverage territory.

   The coverage territory is:

   a. The United States of America;

   b. The territories and possessions of the United States of America;

   c. Puerto Rico; and

   d. Canada.

   "We" also cover "loss" to, or "accidents" involving, a "covered auto" while being trans- ported between any of these places.

8. **Concealment, Misrepresentation, Or Fraud**

   Coverage for "your" claim under this endorsement is void in any case of fraud by "you" at any time as it relates to this coverage. It is also void if "you", at any time, intentionally conceal or misrepresent a material fact concerning:

   a. This endorsement;

   b. The "covered auto";

   c. "Your" interest in the "covered auto"; or

   d. A claim under this coverage.

9. **Premium Audit**

   a. The estimated premium for this endorsement is based on the exposures "you" told "us" "you" would have when this policy began. "We" will compute the final premium due when "we" determine "your" actual exposures. The estimated total premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the First Named Insured will get a refund.

   b. If this policy is issued for more than one year, the premium for this endorsement will be computed annually, based on "our" rates or premiums in effect at the beginning of each year of the policy.

10. **Arbitration**

    a. If "we" and an "insured" disagree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

    "You" are not required to arbitrate; however, if both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having juris- diction. "We" will pay all arbitration expenses if "we" request arbitration. If an "insured" requests the arbitration, each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

    b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision can be reached by two of the arbitrators but will not be binding.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Wisconsin, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: $ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. The Limit of Insurance under this coverage shall be reduced by:
   a. All sums paid or payable under any workers' compensation, disability benefits or similar law; and
   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not make a duplicate payment to the extent amounts are paid or payable because of "bodily injury" under workers' compensation, disability benefits or similar law.

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E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form 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 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 on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.

   b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid only after the "insured" has been fully compensated for damages.

4. The following condition is added:

   Arbitration

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the applicable minimum limit for "bodily injury" liability specified in WIS. STAT. ch. 344. The applicable minimum limit is:

(1) $50,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or

(2) $25,000 for each person/$50,000 for each "accident", if the limit of liability is indicated as a split limit;

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must hit another vehicle that hits an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

d. That is a phantom motor vehicle and neither the driver nor owner can be identified. The vehicle must make no physical contact with the insured nor with a vehicle the insured is occupying, and all of the following must apply:

(1) The facts of the accident must be corroborated by competent evidence that is provided by someone other than the "insured" or any other person who makes a claim against the uninsured motorists coverage as a result of the accident;

(2) Within 72 hours after the accident, the "insured" or someone on behalf of the "insured" must report the accident to a police, peace or judicial officer or to the department of transportation or, if the accident occurs outside of Wisconsin, the equivalent agency in the state where the accident occurs; and

(3) Within 30 days after the accident occurs, the "insured" or someone on behalf of the "insured" must file with the insurer a statement under oath that the "insured" or a legal representative of the "insured" has a cause of action arising out of the accident for damages against a person whose identity is not ascertainable and setting forth the facts in support of the statement.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned by a governmental unit or agency;

b. Operated exclusively on rails or crawler treads;

c. Designed for use mainly off public roads while not on public roads;

d. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent; or

e. That is an underinsured motor vehicle.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT BODILY INJURY UNINSURED MOTORISTS COVERAGE LIMITS (WISCONSIN)

This endorsement modifies insurance provided under the following:

WISCONSIN UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

	Limit Of Liability	
"Bodily Injury":	**$ 25,000**	**Each Person**
	$ 50,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph **1.** of the **Limit Of Insurance** provision in the Uninsured Motorists Coverage endorsement applicable to "bodily injury" is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".

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WEST VIRGINIA UNINSURED/UNDERINSURED IMPORTANT NOTICE

OFFER VOID AFTER THIRTY (30) DAYS

TO: PROPOSED POLICYHOLDERS (APPLICANT);

IF YOU DO NOT RETURN THIS FORM TO YOUR INSURER WITHIN THIRTY (30) DAYS IT MEANS YOU HAVE DECIDED NOT TO BUY OPTIONAL UNDERINSURED COVERAGES OR OPTIONAL LIMITS OF UNINSURED MOTORIST COVERAGE ABOVE THAT REQUIRED BY LAW.

OR

PRESENT POLICYHOLDERS;

IF YOU DO NOT RETURN THIS FORM TO YOUR INSURER WITHIN THIRTY (30) DAYS IT MEANS YOUR COVERAGE WILL STAY THE SAME AS IT IS NOW. THIS IS AN OPPORTUNITY TO CHANGE THE COVERAGE YOU PRESENTLY HAVE.

A. UNinsured Motor Vehicle Coverage

The State of West Virginia requires that you purchase **UNinsured** motor vehicle coverage with limits not less of $25,000 per person, $50,000 per accident for uninsured bodily injury losses, and $25,000 for uninsured property losses. The law also requires that you be given the opportunity to purchase higher limits.

UNinsured Motor Vehicle Coverage will protect you and passengers in your motor vehicle if you are injured in an accident that was caused by an uninsured driver who was at-fault, or an unidentified driver who was at-fault.

B. UNDERinsured Motor Vehicle Coverage

The State of West Virginia **does not require** you to purchase **UNDERinsured** motor vehicle coverage. However, the law does state that you must be given the opportunity to purchase this coverage at limits as high as your liability coverage.

If you and passengers in your motor vehicle are involved in an accident in which the other driver is legally at fault, the at-fault driver's insurance policy has the obligation to pay for your damages. It is not uncommon that the at-fault driver will not have enough liability insurance to pay for all the damages you have suffered. In order for you to protect yourself and others in your motor vehicle, **UNDERinsured motor vehicle coverage** is available to you. This type of coverage will pay for the remainder of your damages up to your policy limits.

C. Example:

You have purchased **UNDERinsured** motor vehicle coverage with limits of $50,000 per person with a maximum of $100,000 for any accident. You are in an accident where the other driver is at fault. The at-fault driver's liability policy limits are $25,000 per person. You suffered damages of $30,000. You receive $25,000 from the at-fault driver's insurance. Since you still have outstanding losses of $5,000, you can receive $5,000 from your **UNDERinsured** motor vehicle coverage.

If you do not have **UNDERinsured motor vehicle coverage,** you may have found yourself in a situation where you did not have enough coverage to meet all of the losses you sustained in the accident.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, West Virginia, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Coverage	Limit Of Insurance
Uninsured Motorists Coverage:	**$ 75,000 Each "Accident"**
Underinsured Motorists Coverage:	**$ Each "Accident"**
The definitions of "uninsured motor vehicle" and "underinsured motor vehicle" apply unless an "X" is entered below: [X] If an "X" is entered in this box, only the definition of "uninsured motor vehicle" applies.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".

2. With respect to damages resulting from an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:

a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle", and we:

(1) Have been given prompt written notice of such tentative settlement; and

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(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

b. Anyone else "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. The first $300 of the amount of "property damage" to the property of each "insured" as a result of any one "accident" caused by an "uninsured motor vehicle".

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

6. Punitive or exemplary damages.

7. "Bodily injury" or "property damage" if that "bodily injury" or "property damage" is sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form.

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" under this Coverage Form.

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

However, with respect to Uninsured Motorists Coverage, this Exclusion **7.** applies only to the extent that the limits of liability of this coverage exceed the statutory minimum amount of Uninsured Motorists Coverage.

8. "Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured or Underinsured Motorists Coverage shown in the Schedule.

2. In no event will an "insured" be entitled to receive duplicate payment for the same elements of "loss".

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E. Changes In Conditions

The **Conditions** of the Policy are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

   b. If the coverage under this Coverage Form 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 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 on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. If physically able, promptly notify the police if a hit-and-run driver is involved, unless the "accident" has already been investigated by the police; and

   b. Promptly send us copies of the legal papers if a suit is brought.

   A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

   Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

   a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured 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 Underinsured Motorists Coverage; and

   b. We also have a right to recover the advanced payment.

   We do not have a right of recovery against anyone who has a liability bond or policy which is in whole or part uncollectible because the insuring or bonding company is or becomes insolvent or has been placed in receivership.

4. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

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2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury or destruction of:

a. A covered "auto";

b. Property contained in the covered "auto"; or

c. Any other property (except an "auto") owned by an "insured" and located in West Virginia.

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the West Virginia Motor Vehicle Safety Responsibility Law;

b. For which an insuring or bonding company legally denies coverage or its bond or policy is in whole or part uncollectible because the company is or becomes insolvent or has been placed in receivership; or

c. For which neither the driver nor owner is identifiable. The vehicle or "trailer" must either:

(1) Hit an "insured", an "insured's" property, a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

The facts of the "accident" must be proven by sufficient independent corroborative evidence, other than the testimony of the "insured" making a claim under this or similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by the motor vehicle law; or

b. Designed for use mainly off public roads while not on public roads.

5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of the "accident" but the amount paid for "bodily injury" or "property damage" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law; or

b. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA SPLIT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

WEST VIRGINIA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Uninsured Motorists Coverage	**"Bodily Injury"**	**$ 25,000**	**Each Person**
		$ 50,000	**Each "Accident"**
	"Property Damage"	**$ 25,000**	**Each "Accident"**
Underinsured Motorists Coverage	**"Bodily Injury"**	**$**	**Each Person**
		$	**Each "Accident"**
	"Property Damage"	**$**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

Paragraph **D. Limit Of Insurance** is replaced by the following:

1. The following applies with respect to Uninsured Motorists Coverage:

a. Except as provided in Subparagraph **1.b.** below:

(1) The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident" with an "uninsured motor vehicle", including all damages claimed by any person or organization for care, loss of services or death resulting from "bodily injury", is the limit of "Bodily Injury" for Uninsured Motorists Coverage shown in the Schedule for each person.

(2) Subject to the maximum limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" with an "uninsured motor vehicle" is the limit of "Bodily Injury" for Uninsured Motorists Coverage shown in the Schedule for each "accident".

This is the most we will pay regardless of the number of "insureds", premiums paid, claims made or vehicles involved in the "accident".

b. The most we will pay for all damages resulting from "property damage" caused by any one "accident" with an "uninsured motor vehicle" is the limit of "Property Damage" for Uninsured Motorists Coverage shown in the Schedule for each "accident". The maximum limit of liability is the most we will pay regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident".

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2. The following applies with regard to Underinsured Motorists Coverage:

a. Except as provided in Subparagraph **2.b.** below:

(1) The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident" with an "underinsured motor vehicle", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" for Underinsured Motorists Coverage shown in the Schedule for each person.

(2) Subject to the maximum limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" for Underinsured Motorists Coverage shown in the Schedule for each "accident". This is the most we will pay regardless of the number of "insureds", premiums paid, claims made or vehicles involved in the "accident".

b. The most we will pay for all damages resulting from "property damage" caused by any one "accident" with an "underinsured motor vehicle" is the limit of "Property Damage" for Underinsured Motorists Coverage shown in the Schedule for each "accident". The maximum limit of liability is the most we will pay regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident".

3. In no event will an "insured" be entitled to receive duplicate payments for the same elements of loss.

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Crum & Forster Specialty Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

(A Capital Stock Company)

SIGNATURE

Marc J. Adee
Chairman and CEO

SIGNATURE

Michael P. McTigue
Secretary

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